

South Bay Union School District Board of Trustees Meeting

Thursday
October 10, 2019
Burruss Auditorium

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."

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 Burruss Auditorium October 10, 2019 Agenda

REGULAR BOARD MEETING - 6:00 PM, BURRESS AUDITORIUM

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

Call to order by President Quinones at ____ PM.

Roll Call:

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

Pledge of Allegiance

Recognize **Principal Garrett Corduan** who will introduce students Dania Meling and Daniel Rodriguez to lead the Pledge of Allegiance.

2. SCHOOL REPORT

School Report - Mendoza School

Recognize **Principal Garrett Corduan** for a presentation on the educational experience at Mendoza School.

3. CHANGES IN THE AGENDA

At this time Trustees or Staff 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. Note: No new items may be added without advance public notice.

4. **APPROVAL OF MEETING AGENDA**

Approve the October 10, 2019 Regular Board Meeting Agenda after determining any changes to the Order of Business.

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

5. **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

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

7. **DISCUSSION/ACTION ITEMS**

GENERAL FUNCTIONS

A. Resolution 19-042

Recognize **Board President Cheryl Quinones** and **adopt** Resolution 19-042 regarding Censure of Trustee Amaral.

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

B. Board Organization

Pending adoption of Resolution 19-042, recognize **Board President Cheryl Quinones** and elect a new Board Vice President.

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

INTERMISSION

C. 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/AR 0420.4 - Charter School Authorization
- BP/E 0420.41 - Charter School Oversight

- AR 3320 - Claims and Actions against the District
- BP/AR 3511 - Energy and Water Management
- AR 3514 - Environmental Safety
- BP 3540 - Transportation
- BP 6142.6 - Visual and Performing Arts Education
- BB 9110 - Terms of Office

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

EDUCATIONAL LEADERSHIP

D. California School Dashboard Local Indicators

Recognize **Deputy Superintendent Cindy Wagner** for a presentation on the California School Dashboard Local Indicators.

BUSINESS SERVICES

E. Child Nutrition Update

Recognize **Director Sara Mosburg** for a presentation on Child Nutrition.

F. Facilities Lease Agreement

Recognize **Assistant Superintendent Janea Marking** and **approve** a ten-year Facilities Lease Agreement with the San Diego County Superintendent of Schools.

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

HUMAN RESOURCES

G. Amendments to Employment Agreements

Recognize **Superintendent Katie McNamara** and **approve** the Amendments to the Employment Agreements with the Deputy Superintendent and Assistant Superintendents.

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

CONSENT CALENDAR

All matters listed on the Consent Calendar are considered by the Board to be routine and will be enacted in one motion in the form listed below. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff or the public wish to comment on any item. Only Board members may remove a consent item for discussion and separate vote. The Superintendent and staff recommend approval/adoption/ratification/acceptance of all Consent Calendar items, unless otherwise noted.

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

GENERAL FUNCTIONS

H. Minutes

Approve the minutes of the Regular Board Meeting on September 12, 2019.

EDUCATIONAL LEADERSHIP

I. MOU with the San Diego County Office of Education

Approve the MOU with the San Diego County Office of Education for the CORE Data Collaborative.

J. MOU with National University

Approve Memorandum of Understanding with National University, Sanford College of Education for year two of the Sanford Harmony program at the Bayside STEAM Academy.

K. Amended MOU with the San Diego County Office of Education

Approve the amended MOU with the San Diego County Office of Education to add the module Online Registration to their Student Information System.

BUSINESS SERVICES

L. Warrant and Check Registers

Approve/ratify the school district warrants and checks as listed.

M. Purchase Order Report 4

Approve/ratify the Purchase Orders listed on Purchase Order Report 4.

N. Award of Bid 341

Award Bid 341 to San Diego Sheet Metal, Inc.

O. Rejection of Claim 572139

Approve rejection of the claim 572139.

HUMAN RESOURCES

P. Activity Lists

Approve the Certificated and Classified Activity Lists.

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

9. ADJOURNMENT

Meeting adjourned by Board President at ____ PM.

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Garrett Corduan, Principal, Mendoza School
SUBJECT: School Report - Mendoza School

BACKGROUND INFORMATION

The SBUSD Board of Trustees has identified goals and priorities related to teaching and learning in the South Bay Union School District. These goals are reflected in the District's Local Control Accountability Plan (LCAP):

- Learning and Achievement for ALL - Implement and assess a rigorous, standards-aligned, 21st century educational program that promotes the development of the whole child.
- Positive School Culture for ALL - Provide safe, nurturing and purposeful environments which support the social, emotional and physical well-being of all individuals in order for them to thrive.
- Parent and Community Engagement to Support Student Achievement - Ensure ongoing, authentic parent engagement and community partnerships that strengthen the foundation for student success-both now and in the future.
- Basic Services to Support Student Achievement - Provide basic services aligned to district budget and goals in order to ensure facilities, high quality staff, and transportation systems benefit students.

Each school site develops a Single Plan for Student Achievement (SPSA), or in the case of a charter an LCAP, aligned to the District LCAP. The SPSA identifies the actions and services at the site level to support the District LCAP goals and site specific needs.

School reports to the Governing Board provide an opportunity for sites to highlight one or two key focus areas that illustrate the mission and vision of the school as well as specific action steps aimed at school improvement.

CURRENT CONSIDERATIONS

In alignment with the Board's priorities and LCAP, Mendoza Elementary School has focused our efforts in the following area(s) in order to build a school community where students develop their social and emotional well-being while also growing academically.

Specific actions in our School Plan for Student Achievement include the adoption of new social emotional learning curriculum to ensure consistent expectations and support of this critical area of student development as well as to support improving overall school culture. Teachers are also participating in professional learning on restorative practices. These actions, combined with increased student leadership opportunities will have a significant impact on students, staff and the school community.

In addition, action steps such as professional development in reading and writing workshop, as well as literacy intervention to support academic growth for all students, especially English

Learners and those students performing below benchmark, are being implemented to support academic growth for all students.

IMPACT ON STUDENT ACHIEVEMENT

To date, our greatest progress has been in the area of attendance, both overall attendance rates as well as chronic absenteeism. Student data in the area of chronic absenteeism indicates a .7% improvement in the number of students who were chronically absent. In 2017-2018, the California School Dashboard indicated a 16.7% chronic absenteeism rate. Preliminary calculations for 2018-2019 demonstrate a rate of 16%, thus a .7% improvement. From day one of the 2019-2020 school year, attendance has significantly improved. Our chronic absentee rate from July 23rd to September 20th is currently 12%. This represents a 4% improvement. Our goal during the remainder of the school year will be to maintain, or improve this current rate. In addition, overall attendance has improved from 94.3% to 95.7% thus far this year.

The area of greatest need, indicated by data, is academic performance of students with disabilities. This need is consistent with both overall district trends and trends in the state of California. Specific action steps being taken to address this need include weekly meetings with our special education team to discuss students and their progress along with collaboration between education specialists and teachers to continually focus on student academic and behavioral goals. Regular IEP meetings are held with students, parents, and teachers to discuss accomplishments and the development of new goals.

Through the LCAP survey and stakeholder engagement it has been determined students perceive their teachers believe in their ability to succeed. An area of need from the student perspective is that they wish their school were cleaner and better maintained and they felt safer at school. Parents report they feel welcome at the school and that their children are clear about the expectations teachers have for students. An area of need, as reported by parents, is students coming home from school excited about their learning. Specific action steps being taken as a school to address this feedback include a focus on individual student growth, increased communication and campus walks. Teachers will evaluate data, form small groups and work to raise student excitement for learning by achieving their goals. We will increase communication with families through a monthly newsletter. The newsletter will share upcoming events, important information and campus activities. We will also celebrate student success at regular assemblies. Routine campus walks will be completed weekly to ensure a clean and safe environment.

FINANCIAL IMPLICATIONS

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend recognition of Principal Garrett Corduan for a presentation on the educational experience at Mendoza School.

SUPERINTENDENT'S RECOMMENDATION

Recommend recognition.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Board of Trustees
FROM: Board of Trustees
SUBJECT: Resolution 19-042

BACKGROUND INFORMATION

A censure by a public body is a collective judgement of stern condemnation of one of its members for behaviors or actions that violate laws or policies; it is also a formal public act of disapproval of a member's unacceptable conduct.

CURRENT CONSIDERATIONS

The Board wishes to affirm its commitment, per *Board Bylaw 9005*, to keep learning and achievement for all students as the primary focus, build unity, create a positive organizational culture, and govern in a dignified and professional manner treating everyone with civility and respect. To that end, Resolution 19-042 (Exhibit) is submitted for Board consideration.

IMPACT ON STUDENT ACHIEVEMENT

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

FINANCIAL IMPLICATIONS

There are no financial implications related to this item.

RECOMMENDATION

Recognize Board President Cheryl Quinones and adopt Resolution 19-042 regarding Censure of Trustee Amaral.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/3/2019	Exhibit

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

RESOLUTION 19-042
Censure of Trustee Amaral

The Board of Trustees ("Board") of the South Bay Union School District ("District") hereby issues this public censure expressing disapproval of Trustee Amaral's violations of Board Bylaws as follows:

WHEREAS, on December 13, 2018, Trustee Amaral took an oath to faithfully discharge the duties of a Board member, consistent with the Constitution of the United States, the Constitution and laws of the State of California, and the governing documents of this District; and,

WHEREAS, in December 2018, Trustee Amaral attended a training for new Board members presented by the California School Boards Association; and,

WHEREAS, the Board has, at the District's expense, participated in other trainings regarding effective and responsible governance and received advice from legal counsel regarding the same; and,

WHEREAS, Board Bylaw 9000 states, "The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community;" and,

WHEREAS, Board Bylaw 9000 further provides the duties of the Board including, "Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels;" and,

WHEREAS, Board Bylaw 9005 further provides that Board Members shall, "Act with dignity, and understand the implications of demeanor and behavior" and "Assume collective responsibility for building unity and creating a positive organizational culture;" and,

WHEREAS, Board Bylaw 9005 further provides that Board Members, "Govern in a dignified and professional manner, treating everyone with civility and respect;" and,

WHEREAS, Board Bylaw 9010 states, "When speaking to community groups, the media, or other members of the public, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board;" and,

WHEREAS, Board Bylaw 9200 states, "Board members shall hold the education of students above any partisan principle, group interest, or personal interest;" and,

WHEREAS, the Board has openly committed to upholding Board Policies, Administrative Regulations, and Board Bylaws providing for open and respectful communication and adhering to state laws and policies governing the Board's actions and behaviors; and,

WHEREAS, on August 26, 2019, Trustee Amaral addressed the Sweetwater Union High School District Board of Trustees using obscenity and describing public education as "white supremacist, racist, and fascist;" and,

WHEREAS, on September 18, 2019, members of the Sweetwater Union High School District Board of Trustees sent a letter registering their "strong concern" to the South Bay Union School District Board detailing their concerns regarding the tone of Trustee Amaral's non-agenda public comment during their August 26, 2019, meeting, describing his behaviors and language as "modeling behaviors and language that we ask our students to avoid." The letter indicated:

Unfortunately, during non-agenda public comment, Trustee Amaral made comments where he stated explicitly that he was not going to follow the request of our Board before shouting out several obscene words. Trustee Amaral was well aware that children and students were in attendance. In addition his demeanor could be considered hostile, contentious, and intimidating in nature. The words and actions by Mr. Amaral exceeded the boundary of civility and reflect poorly on his role as a public figure and representative of the South Bay Union School District.

WHEREAS, on September 10, 2019, Trustee Amaral addressed the Chula Vista City Council deriding "White Supremacy" and describing "Whiteness as a political strategy;" and,

WHEREAS, Trustee Amaral posts messages on social media accounts as a Trustee with statements that do not represent all Trustees

WHEREAS, the Board wishes to affirm its commitment, per Board Bylaw 9005, to keep learning and achievement for all students as the primary focus, build unity, create a positive organizational culture, and govern in a dignified and professional manner treating everyone with civility and respect; and,

WHEREAS, censure by a public body is a collective judgement of stern condemnation of one of its members for behaviors or actions that violate laws or policies; it is also a formal public act of disapproval of a member's unacceptable conduct.

NOW, THEREFORE BE IT RESOLVED: That Trustee Amaral is instructed to keep the District focused on learning and achievement for all students and to avoid behaviors that distract from this objective, disrupt the operations of the District, and drain District time, energy, and financial resources.

BE IT FURTHER RESOLVED: That the governing board of the South Bay Union School District does hereby censure and formally express its disapproval of Trustee Amaral's conduct described above.

BE IT FURTHER RESOLVED: That the Board removes Trustee Amaral from his position of Board Vice President and suspends him from representing the District and the Board at public functions in any official capacity.

PASSED AND ADOPTED by the Board of Trustees of the South Bay Union School District, County of San Diego, State of California, this 10th day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Mary Doyle, 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.

October 10, 2019

Mary Doyle, Clerk, Board of Trustees

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

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/AR 0420.4 - Charter School Authorization
- BP/E 0420.41 - Charter School Oversight
- AR 3320 - Claims and Actions against the District
- BP/AR 3511 - Energy and Water Management
- AR 3514 - Environmental Safety
- BP 3540 - Transportation
- BP 6142.6 - Visual and Performing Arts Education
- BB 9110 - Terms of Office

IMPACT ON STUDENT ACHIEVEMENT

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

FINANCIAL IMPLICATIONS

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	10/2/2019	Exhibit
BP 0420.4	10/2/2019	Exhibit
AR 0420.4	10/2/2019	Exhibit
BP 0420.41	10/2/2019	Exhibit
E 0420.41	10/2/2019	Exhibit
AR 3320	10/2/2019	Exhibit

AR 3511	10/2/2019	Exhibit
BP 3511	10/2/2019	Exhibit
AR 3514	10/2/2019	Exhibit
BP 3540	10/2/2019	Exhibit
BP 6142.6	10/2/2019	Exhibit
BB 9110	10/2/2019	Exhibit

Governance Documents – First and Final Reading
October 10, 2019
Summary

BP/AR 0420.4 – Charter School Authorization

Policy updated to delete the legal cite for the Parent Empowerment Act, as the criteria for that program includes the Academic Performance Index which is no longer calculated, and to delete the outdated legal cite for California Department of Education (CDE) standards for the identification of academically low-achieving students. Policy also reflects new law (SB 126, 2019) which requires charter schools to comply with the Brown Act, California Public Records Act, and other specified state laws governing transparency and public integrity, and new law (AB 406, 2018) which, for any charter petition submitted on or after July 1, 2019, prohibits the charter school from operating as or by a for-profit corporation or organization. Regulation updated to reflect new law (AB 1747, 2018) which requires that the charter petition include provisions for the development and annual update of a school safety plan.

BP/E 0420.41 – Charter School Oversight

Policy updated to include the California School Dashboard as a means for monitoring charter school performance and identifying the need for technical assistance. Policy also deletes material related to the identification of schools for federal Program Improvement, which is no longer operational. Exhibit reorganized and subheads added for clarity. Exhibit also reflects new law (SB 126, 2019) and new Attorney General opinion which clarify that charter schools are subject to the Brown Act, California Public Records Act, Political Reform Act, and conflict of interest laws, and new laws which (1) prohibit the operation of a charter school as a for-profit corporation or organization (AB 406); (2) provide that a student who is receiving individual instruction at home or a hospital due to a temporary disability must be allowed to return to the charter school when well enough to do so (AB 2109); (3) require specified accommodations for pregnant and parenting students (AB 2289); (4) prohibit taking negative action against a student or former student for a debt owed to the school (AB 1974); (5) require development of a local control funding formula (LCFF) budget overview for parents/guardians in conjunction with the local control and accountability plan (LCAP) (AB 1808); (6) require charter schools applying for certain categorical funding to adopt a school plan for student achievement (AB 716); (7) require charter schools to adopt a comprehensive safety plan (AB 1747); (8) require each bus to be equipped with a child safety alert system (AB 1840); (9) require charter schools serving grades 7-12 to offer comprehensive sexual health and HIV prevention education (AB 2601); (10) require parental notification regarding human trafficking resources (SB 1104); (11) require charter schools to exempt certain students transferring in grades 11-12 from locally established graduation requirements (AB 2121); (12) allow students to wear cultural or religious adornments at graduation ceremonies (AB 1248); (13) require charter schools to provide eligible students with a free or reduced-price meal each day (AB 1871); (14) require charter schools to review their suicide prevention policy at least once every five years (AB 2639); (15) require that the suicide prevention hotline number be printed on student identification cards (SB 972); (16) require notification of how to access school or community mental health services (AB 2022); (17) require an automated external defibrillator to be accessible at athletic events (AB 2009); (18) mandate the adoption of policy on bullying and cyberbullying prevention (AB 2291); (19) prohibit the use of seclusion and restraint for disciplinary purposes (AB 2657); (20) prohibit the inclusion of a student's or parent/guardian's personal information in board minutes when so requested (SB 1036); and (21) require charter schools receiving state facilities funding to provide an annual report of facilities expenditures and submit an audit within one year of project completion (AB 99, 2017; AB 1808).

Governance Document Legend

Text – New Language

~~Text~~ – Deleted Language

Text – New CSBA Language

AR 3320 – Claims and Actions against the District

Regulation updated to add statement requiring the use of district procedures for claims against the district prior to filing a lawsuit. Regulation also defines "limited civil case" as one that is for an amount of \$25,000 or less.

BP/AR 3511 – Energy and Water Management

Policy and regulation updated to reflect recommendations in new state guidance from CDE, the Division of the State Architect in the Department of General Services, and the State Water Resources Control Board. Policy also deletes green school strategies duplicated in other policies, and adds coordination with local and regional entities to share expertise and resources. Section on "Storm Water Management" deletes specific requirements for "nontraditional MS4 entities" that are subject to the General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems, and clarifies that districts may also be subject to the Construction General Permit and the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities. Section on "Emergency Interruption of Services" contains material formerly in AR. Regulation expands components of the district's resource management program to include strategies related to outdoor spaces, drought-tolerant habitats, and equipment maintenance and repair. Regulation also adds new section on "Storm Water Management" with examples of best practices and adds new material related to the emergency interruption of services.

AR 3514 – Environmental Safety

Regulation updated to include the installation of carbon monoxide detectors/alarms in specified areas.

BP 3540 – Transportation

Policy updated to include material formerly in the regulation regarding the means of transportation, contracts for transportation services, and the option to pay parents/guardians their actual and necessary expenses in transporting the student. Policy also addresses (1) the district's authority to require families to pay a transportation fee, with specified exceptions; (2) the district's authority to transport students without parent/guardian permission when evacuation of students is necessary for their safety; and (3) the installation of a global positioning system on school buses to enhance safety and provide real-time location data. Regulation deleted and key concepts moved to BP.

BP 6142.6 – Visual and Performing Arts Education

Policy updated to reflect revised content standards for visual and performing arts, including media arts, adopted by the State Board of Education in January 2019. Policy incorporates the philosophical foundation, lifelong goals, and artistic processes upon which the state standards are based.

BB 9110 – Terms of Office

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

Governance Document Legend

Bold Text – New Language

~~Strikethrough~~ Text – Deleted Language

Bold and Highlighted Text – New CSBA Language

BOARD POLICY**Philosophy-Goals-Objectives and Comprehensive Plans****CHARTER SCHOOL AUTHORIZATION**

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for district students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

One or more persons may submit a petition for a start-up charter school to be established within the district. ~~In addition, an existing district school may be converted to a charter school when deemed beneficial by the district and community. (Education Code 47605, 47606, 53300)~~ **or for the conversion of an existing district school to a charter school. (Education Code 47605)**

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, ~~he/she also may~~ **the Superintendent or designee may also** meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

Approval of Petition

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to ~~schools best able~~ **petitions that demonstrate the capability** to provide comprehensive learning experiences for ~~academically low-achieving students according to standards established by the California~~

Department of Education (CDE) under Education Code 54032. **students who are identified by the petitioner as academically low-achieving.** (Education Code 47605)

The Board shall ~~ensure~~ **verify** that any approved charter contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. ~~These shall include, but not be limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.~~ **complying with applicable law, including Education Code 47604.1, and for fulfilling the terms of its charter. These shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.**

(cf. 0420.41 - Charter School Oversight)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the California Department of Education, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

~~The Board shall deny any petition to authorize the conversion of a private school to a charter school or that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605; 5 CCR 11965)~~

~~Any other charter petition shall be denied only if the Board presents written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)~~

- ~~1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.~~
- ~~2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.~~
- ~~3. The petition does not contain the number of signatures required.~~

- 101 4. ~~The petition does not contain an affirmation of each of the conditions described in Education~~
102 ~~Code 47605(d).~~
- 103
- 104 5. ~~The petition does not contain reasonably comprehensive descriptions of the charter~~
105 ~~provisions in Education Code 47605(b).~~
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- 107 6. ~~The petition does not contain a declaration as to whether or not the charter school shall be~~
108 ~~deemed the exclusive public school employer of the school's employees for purposes of~~
109 ~~collective bargaining pursuant to Government Code 3540-3549.3.~~
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112 **The Board shall deny any charter petition that:**

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- 114 1. **Proposes to operate a charter school as or by a for-profit**
115 **corporation, a for-profit educational management organization, or a for-profit charter**
116 **management organization (Education Code 47604)**
- 117
- 118 2. **Authorizes the conversion of a private school to a charter**
119 **school (Education Code 47602)**
- 120
- 121 3. **Proposes to serve students in a grade level that is not**
122 **served by the district, unless the petition proposes to serve students in all the grade**
123 **levels served by the district (Education Code 47605)**
- 124

125 **Any other charter petition shall be denied only if the Board makes written factual findings**
126 **specific to the petition that one or more of the following conditions exist: (Education**
127 **Code 47605)**

128

- 129 1. **The charter school presents an unsound educational**
130 **program for the students to be enrolled in the charter school.**
- 131
- 132 2. **The petitioners are demonstrably unlikely to successfully**
133 **implement the program set forth in the petition.**
- 134
- 135 3. **The petition does not contain the number of signatures**
136 **required.**
- 137
- 138 4. **The petition does not contain an affirmation of each of**
139 **the conditions described in Education Code 47605(d).**
- 140
- 141 5. **The petition does not contain reasonably comprehensive**
142 **descriptions of the charter provisions in Education Code 47605(b).**
- 143
- 144 6. **The petition does not contain a declaration as to whether**
145 **or not the charter school shall be deemed the exclusive public school employer of the**
146 **school's employees for purposes of collective bargaining pursuant to Government Code**
147 **3540-3549.3.**
- 148

149 **The Board shall not deny a petition based on the actual or potential costs of serving**
150 **students with disabilities, nor shall it deny a petition solely because the charter school**

might enroll disabled students who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state educational institutions

220 Nondiscrimination

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

32282 Comprehensive safety plan

33126 School Accountability Report Card

41365 Charter school revolving loan fund

42238.51-42238.53 Funding for charter districts

44237 Criminal record summary

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992, as amended

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools

49011 Student fees

51745-51749.3 Independent study

52052 **Accountability:** Numerically significant student subgroup, definition

52060-52077 Local control and accountability plan

56026 Special education

56145-56146 Special education services in charter schools

CORPORATION CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

3540-3549.3 Educational Employment Relations Act

6250-6270 California Public Records Act

54950-54963 Ralph M. Brown Act

81000-91014 Political Reform Act of 1974

CODE OF REGULATIONS, TITLE 5

11700.1-11705 Independent Study

11960-11969 Charter schools

CODE OF REGULATIONS, TITLE 24

~~Part 2 California Building Standards Code~~

200 UNITED STATES CODE, TITLE 20
201 7223-7225 Charter schools
202 COURT DECISIONS
203 Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
204 ATTORNEY GENERAL OPINIONS
205 89 Ops.Cal.Atty.Gen. 166 (2006)
206 80 Ops.Cal.Atty.Gen. 52 (1997)
207 78 Ops.Cal.Atty.Gen. 297 (1995)
208
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210 *Management Resources:*
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212 CSBA PUBLICATIONS
213 ~~Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October~~
214 ~~2017~~
215 ~~Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief,~~
216 ~~November 2016~~
217 ~~Charter Schools and Board Member Responsibilities, Education Insights Legal Update~~
218 ~~Webcast, March 2016~~
219 ~~Charter Schools: A Guide for Governance Teams, rev. February 2016~~
220 ~~Charter School Facilities and Proposition 39: Legal Implications for School Districts, Sept. 2005~~
221 **Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective**
222 **Governance in California's Charter Schools, September 2018**
223 **Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance**
224 **Brief, November 2016**
225 **Charter Schools and Board Member Responsibilities, Education Insights Legal Update**
226 **Webcast, March 2016**
227 **Charter Schools: A Guide for Governance Teams, rev. February 2016**
228 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
229 Sample Copy of a Memorandum of Understanding
230 ~~Charter School Authorization: Guidance and Technical Assistance for Prospective Charter~~
231 ~~School Authorizers, Webinar 2014~~
232 U.S. DEPARTMENT OF EDUCATION GUIDANCE
233 Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and
234 Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles,
235 and Audit Requirements for Federal Awards, August 2016
236 Charter Schools Program, **Title V, Part B of the ESEA, Nonregulatory Guidance**, January
237 2014
238 Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in
239 Elementary and Secondary Schools, December 2011
240 ~~Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers, May~~
241 ~~2000~~
242 **WEB SITES**
243 **CSBA: <http://www.csba.org>**
244 **California Charter Schools Association: <http://www.ccsa.org>**
245 **California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>**
246 **National Association of Charter School Authorizers: <http://www.qualitycharters.org>**
247 **U.S. Department of Education: <http://www.ed.gov>**
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252 Policy
253 Adopted: December 8, 1994
254 Revised: May 6, 2004, May 18, 2006
255 April 24, 2014, May 24, 2018

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

ADMINISTRATIVE REGULATION**Philosophy-Goals-Objectives and Comprehensive Plans****CHARTER SCHOOL AUTHORIZATION****Petition Signatures**

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation.
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during the first year of operation.

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Permanent/Probationary Status)

~~In circulating a petition, the petitioners~~ **Any petition circulated to collect signatures** shall include a prominent statement explaining that a parent/guardian's signature means the parent/guardian is meaningfully interested in having his/her **a** child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

~~At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.~~

~~*(cf. 2230 - Representative and Deliberative Groups)*~~

Components of Charter Petition

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against a student on the basis of characteristics listed in Education Code 220. **‡** **The petition** shall also contain reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the **proposed** school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of the **charter school's** annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established by the charter school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

~~If the proposed school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.~~

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

5. The qualifications to be met by individuals to be employed by the school.

6. The procedures that the school will follow to ensure the health and safety of students and staff, including the **following** requirements: ~~that each school employee furnish the school with a criminal record summary as described in Education Code 44237.~~

a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.

b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(H) and procedures for conducting tactical responses to criminal incidents.

c. The charter school's safety plan shall be reviewed and updated by March 1 each year.

7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceed the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences **being granted to students who reside in the District**, as required by law and subject to **Governing** Board approval. **(Ed Code 47605)**
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the ~~Governing~~ Board's satisfaction.
10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System or federal social security.
12. The public school attendance alternatives for students residing within the district who choose not to attend charter school.
13. A description of the rights of any district employee upon leaving district employment to work the charter school and of any rights of return to the district after employment at a charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. ~~The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)~~ **Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:**

- a. Designation of a responsible entity to conduct closure-related activities.
- b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - 1) The effective date of the closure.
 - 2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure.
 - 3) The students' districts of residence.
 - 4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above.
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity.
- e. Transfer and maintenance of personnel records in accordance with applicable law.
- f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school.
- g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962.
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33.
- i. Identification of funding for the activities identified in item #16a-h above.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including but not limited to: (Ed. Code 47605)

- 1. The facilities to be used by the school, including where the school intends to locate.
(*cf. 7160 - Charter School Facilities*)
- 2. The manner in which administrative services of the school are to be provided.
- 3. Potential civil liability effects, if any, upon the school and district.
- 4. Financial statements that include a proposed first-year operational budget, including start-up costs, and cash-flow and financial projections for the first three years of operation.

199 **Location of Charter School**

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Unless otherwise exempted by law, any charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district’s jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The District is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The **charter** school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space or other satellite facility located in an adjacent county if both the following conditions are met: (Ed. Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in non-classroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

Policy		SOUTH BAY UNION SCHOOL DISTRICT
Adopted:	December 8, 1994	Imperial Beach, California
Revised:	May 6, 2004, May 18, 2006	
	April 24, 2014, January 21, 2016	
	May 24, 2018, ____, 2019	

BOARD POLICY**Philosophy, Goals, Objectives and Comprehensive Plans****CHARTER SCHOOL OVERSIGHT**

The Governing Board recognizes its ongoing responsibility to oversee that any charter school the Board has authorized is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)

(cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact for each charter school authorized by the Board. (Education Code 47604.32)

~~The Board and Superintendent or designee may inspect or observe any part of the charter school at any time. The Superintendent or designee shall visit each charter school at least annually.~~ **The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of the charter school at any time.** (Education Code 47604.32, 47607)

The Superintendent or designee shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

(cf. 1431 - Waivers)

Provision of District Services

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the district and charter school.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

Material Revisions to Charter

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to establish or move operations to one or more additional sites the charter school shall request a material revision to its charter and notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.

Monitoring Charter School Performance

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

~~The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).~~

The Board shall monitor the charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school, as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter petition and any applicable memorandum of understanding, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisory oversight of the school. However, if the district is able to provide substantially rent-free facilities to the charter school, the district may charge up to three

percent of the charter school's revenue for actual costs of supervisorial oversight or, if the facility is provided under Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7. If the district charges the pro-rata share, it may also charge one percent of the charter school's revenue in oversight fees. (Education Code 47613)

(cf. 7160 - Charter School Facilities)

Technical Assistance/Intervention

~~If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more student subgroups identified in Education Code 52052, or for all of the student subgroups if the school has fewer than three, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)~~ **If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)**

1. ~~Shall provide technical assistance to the charter school using an evaluation rubric adopted by the SBE pursuant to Education Code 52064.5.~~ **based on the California School Dashboard.**
2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074.

~~If a charter school receiving federal Title I funding has been identified for program improvement, it shall implement improvement strategies in accordance with its existing school improvement plan.~~

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

In accordance with law, the Board may deny a charter's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regards to the academic achievement of all numerically significant subgroups of students served by the charter school.

~~(cf. 0420.42 - Charter School Renewal)~~

~~(cf. 0420.43 - Charter School Revocation)~~

Complaints

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4687, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

A complainant who is not satisfied with the decision may appeal the decision to the SPI.
(Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

School Closure

In the event that the Board revokes or denies renewal of a charter or the school closes **ceases operation** for any other reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days, of the Board's action, if renewal of the charter is denied, the charter is revoked, or the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records.
(Education Code 47604.32; 5 CCR 11962.1)

Legal Reference:

EDUCATION CODE

215 Suicide prevention policy

215.5 Suicide prevention hotline contact information on student identification cards

220 Nondiscrimination

221.61 Posting of Title IX information on web site

221.9 Sex equity in competitive athletics

222 Lactation accommodations for students

222.5 Pregnant and parenting students, notification of rights

234.4 Mandated policy on bullying prevention

234.7 Student protections relating to immigration and citizenship status

17070.10-17079.30 Leroy F. Greene School Facilities Act

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

32282 Comprehensive safety plan

32283.5 Online training on bullying prevention

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

35179.4-35179.6 Interscholastic athletic programs, safety

35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance

35330 Field trips and excursions; student fees

38080-38086 School meals

39831.3 Transportation safety plan

201 39843 Disciplinary action against bus driver; report to Department of Motor Vehicles
202 **41024 Report of expenditure of state facility funds**
203 42100 Annual statement of receipts and expenditures
204 44030.5 Reporting change in employment status due to alleged misconduct
205 44237 Criminal record summary
206 44691 Information on detection of child abuse
207 44830.1 Certificated employees, conviction of a violent or serious felony
208 45122.1 Classified employees, conviction of a violent or serious felony
209 **45125.1 Fingerprinting; employees of contracting entity**
210 **46015 Accommodations for pregnant and parenting students; parental leave**
211 47600-47616.7 Charter Schools Act of 1992
212 47634.2 Nonclassroom-based instruction
213 47640-47647 Special education funding for charter schools
214 **47651 Apportionment of funds, charter schools**
215 48000 Minimum age of admission for kindergarten; transitional kindergarten
216 48010-48011 Minimum age of admission (first grade)
217 **48206.3-48208 Students with temporary disabilities; individual instruction**
218 48850-48859 Educational placement of foster youth and homeless students
219 48907 Students' exercise of free expression; rules and regulations
220 48950 Student speech and other communication
221 49011 Student fees
222 **49014 Public School Fair Debt Collection Act**
223 49061 Student records
224 **49073.2 Privacy of student and parent/guardian personal information**
225 **49076.7 Student records; data privacy; Social Security numbers**
226 49110 Authority of issue work permits
227 **49381 Human trafficking prevention**
228 49414 Epinephrine auto-injectors
229 **49414.3 Administration of opioid antagonist**
230 **49428 Notification of mental health services**
231 **49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:**
232 **49431.9 Advertisement of non-nutritious foods**
233 49475 Health and safety, concussions and head injuries
234 **49557.5 Child Hunger Prevention and Fair Treatment Act of 2017**
235 **49564 Meals for needy students**
236 51224.7 Mathematics placement policy
237 **51225.1-51225.2 Exemption from local graduation requirements; acceptance of**
238 **coursework**
239 51225.6 Instruction in cardiopulmonary resuscitation
240 **51513 Diploma of graduation, without passage of high school exit examination**
241 51745-51749.3 Independent study
242 **51930-51939 California Healthy Youth Act**
243 **52052 Accountability; numerically significant student subgroups**
244 ~~52051.5-52052 Academic performance index, applicability to charter schools~~
245 52060-52077 Local control and accountability plans
246 52075 Uniform complaint procedures
247 56026 Special education
248 56145-56146 Special education services in charter schools
249 60600-60649 Assessment of academic achievement
250 ~~60850-60859 High school exit examination~~

251 **64000 Categorical programs included in consolidated application**
252 **64001 School plan for student achievement, consolidated application programs**
253 **65000-65001 School site councils**
254 69432.9 Cal Grant program; notification of grade point average
255 **CORPORATIONS CODE**
256 **5110-6910 Nonprofit public benefit corporations**
257 GOVERNMENT CODE
258 1090-1099 Prohibitions applicable to specified officers
259 3540-3549.3 Educational Employment Relations Act
260 **6250-6270 California Public Records Act**
261 **54950-54963 Ralph M. Brown Act**
262 81000-91014 Political Reform Act of 1974
263 HEALTH AND SAFETY CODE
264 104420 Tobacco Use Prevention Education grant program
265 104559 Tobacco-free schools
266 LABOR CODE
267 1198.5 Personnel records related to performance and grievance
268 PENAL CODE
269 667.5 Definition of violent felony
270 1192.7 Definition of serious felony
271 **VEHICLE CODE**
272 **28160 Child safety alert system**
273 CALIFORNIA CONSTITUTION
274 Article 9, Section 5 Common school system
275 Article 16, Section 8.5 Public finance; school accountability report card
276 CODE OF REGULATIONS, TITLE 5
277 4600-4687 Uniform complaint procedures
278 11700.1-11705 Independent study
279 11960-11969 Charter schools
280 ~~15497.5 Local control and accountability plan template~~
281 CODE OF REGULATIONS, TITLE 24
282 101 et seq. California Building Standards Code
283 UNITED STATES CODE, TITLE 20
284 6311 State plan
285 7221-7221j Charter schools
286 UNITED STATES CODE, TITLE 42
287 11431-11435 McKinney-Vento Homeless Assistance Act
288 CODE OF FEDERAL REGULATIONS, TITLE 34
289 200.1-200.78 Accountability
290 COURT DECISIONS
291 Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
292 ATTORNEY GENERAL OPINIONS
293 **Opinion No. 11-201 (2018)**
294 89 Ops.Cal.Atty.Gen. 166 (2006)
295 80 Ops.Cal.Atty.Gen. 52 (1997)
296 78 Ops.Cal.Atty.Gen. 297 (1995)
297 CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS
298 Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763
299
300 *Management Resources:*

CSBA PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017

Charter Schools: A Guide for Governance Teams, rev. 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016~~

California School Accounting Manual

Sample Copy of a Memorandum of Understanding

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory ~~11-01, November 9, 2011~~

17-01, July 28, 2017

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program: Title V, Part B of the ESEA, ~~April 2011~~ January 2014

WEB SITES

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

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

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

Policy
Adopted: November 5, 2015
Revised: July 20, 2017, ____, 2019

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

EXHIBIT**Philosophy, Goals, Objectives and Comprehensive Plans****CHARTER SCHOOL OVERSIGHT****Requirements for Charter Schools**

~~Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school:~~

- ~~1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (Education Code 47605)~~
- ~~2. Not discriminate against any student on the basis of the characteristics listed in Education Code 220. (Education Code 47605)~~
- ~~3. Not charge tuition. (Education Code 47605)~~
- ~~4. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools.~~
- ~~5. Adhere to all laws establishing the minimum age for public school attendance. (Education Code 47610)~~
- ~~6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965. (Education Code 47612)~~
- ~~7. Serve students with disabilities in the same manner as such students are served in other public schools. (Education Code 47646, 56145)~~
- ~~8. Admit all students who wish to attend the school, according to the following criteria and procedures:~~
 - ~~a. Admission to the charter school shall not be determined according to the student's or parents/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)~~

~~If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)~~
 - ~~b. If the number of students who wish to attend the charter school exceeds the school's~~

capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

e. Other admissions preferences may be permitted by the Governing Board of the district on an individual school basis consistent with law. (Education Code 47605)

9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d). (Education Code 48850; 42 USC 11431-11435)

10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth. (Education Code 48853.5, 48859)

11. If the school offers a kindergarten program: (Education Code 48000)

a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2.

b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020.

12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing equivalent to that which a teacher in other public schools would be required to hold. (Education Code 47605)

13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment. (Education Code 44691)

14. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check. (Education Code 44830.1, 45122.1, 45125.1)

15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending. (Education Code 44030.5)

16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System. (Education Code 47610)

17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment. (Education Code 47611.5)

18. If the school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components. (Education Code 215)

19. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools. (Education Code 47605, 47612.5, 60605)

- 101
- 102 ~~20. Offer at least the number of instructional minutes required by law for the grade levels~~
- 103 ~~provided by the charter school. (Education Code 47612.5)~~
- 104
- 105 ~~21. If the school provides independent study, meet the requirements of Education Code 51745-~~
- 106 ~~51749.3, except that the school may be allowed to offer courses required for graduation~~
- 107 ~~solely through independent study as an exception to Education Code 51745(e). (Education~~
- 108 ~~Code 47612.5, 51747.3; 5 CCR 11705)~~
- 109
- 110 ~~22. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average~~
- 111 ~~daily attendance that is generated through nonclassroom-based instruction, including, but~~
- 112 ~~not limited to, independent study, home study, work study, and distance and computer-~~
- 113 ~~based education. (Education Code 47612.5, 47634.2; 5 CCR 11963.2)~~
- 114
- 115 ~~23. If the school offers competitive athletics, annually post on the school's web site or on the~~
- 116 ~~web site of the charter operator the total enrollment of the school classified by gender, the~~
- 117 ~~number of students who participate in competitive athletics classified by gender, and the~~
- 118 ~~number of boys' and girls' teams classified by sport and by competition level. (Education~~
- 119 ~~Code 221.9)~~
- 120
- 121 ~~24. If the school offers an athletic program, annually provide an information sheet about~~
- 122 ~~concussion and head injury to athletes and their parents/guardians before the athlete~~
- 123 ~~initiates practice or competition. In the event that an athlete is suspected of sustaining a~~
- 124 ~~concussion or head injury in an athletic activity, he/she shall be immediately removed from~~
- 125 ~~the activity for the remainder of the day and shall not be permitted to return to the activity~~
- 126 ~~until he/she is evaluated by a licensed health care provider and receives written clearance to~~
- 127 ~~return to the activity. (Education Code 49475)~~
- 128
- 129 ~~25. On a regular basis, consult with parents/guardians and teachers regarding the school's~~
- 130 ~~educational programs. (Education Code 47605)~~
- 131
- 132 ~~26. Notify parents/guardians of applicant students and currently enrolled students that parental~~
- 133 ~~involvement is not a requirement for acceptance to, or continued enrollment at, the charter~~
- 134 ~~school. (Education Code 47605)~~
- 135
- 136 ~~27. Provide students the right to exercise freedom of speech and of the press including, but not~~
- 137 ~~limited to, the use of bulletin boards; the distribution of printed materials or petitions; the~~
- 138 ~~wearing of buttons, badges, and other insignia; and the right of expression in official~~
- 139 ~~publications. (Education Code 48907, 48950)~~
- 140
- 141 ~~28. Adopt policy that is consistent with the model policy developed by the California Attorney~~
- 142 ~~General addressing the school's response to immigration enforcement, notify~~
- 143 ~~parents/guardians of their children's right to a free public education regardless of immigration~~
- 144 ~~status or religious beliefs, prohibit the collection of information or documents regarding the~~
- 145 ~~immigration status of students or their family members, and fulfill other requirements of~~
- 146 ~~Education Code 234.7.~~
- 147
- 148 ~~29. Maintain written contemporaneous records that document all student attendance and make~~
- 149 ~~these records available for audit and inspection. (Education Code 47612.5)~~
- 150

30. ~~Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law. (Education Code 49076.7)~~
31. ~~If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information. (Education Code 47605)~~
32. ~~Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. (Education Code 39831.3)~~
33. ~~Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)~~
- ~~a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.~~
 - ~~b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.~~
34. ~~Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Education Code 222)~~
35. ~~Ensure the availability and proper use of emergency epinephrine auto-injectors by:~~ (Education Code 49414)
- ~~a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device.~~
 - ~~b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive.~~
 - ~~c. Providing defense and indemnification to volunteers for any and all civil liability from such administration.~~
36. ~~If the school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist.~~
37. ~~If the school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals. (Education Code 49431.9)~~

- 201
- 202 38. ~~If the school participates in the National School Lunch and/or Breakfast program, notify~~
- 203 ~~parents/guardians within 10 days of their child's meal account reaching a negative balance;~~
- 204 ~~ensure that a student with unpaid school meal fees is not shamed, treated differently, or~~
- 205 ~~served a meal that differs from other students; and prohibit student discipline from resulting~~
- 206 ~~in the denial or delay of a nutritionally adequate meal. (Education Code 49557.5)~~
- 207
- 208 39. ~~If the school participates in the National School Lunch and/or Breakfast program and is a~~
- 209 ~~very high poverty school, as defined, apply to the California Department of Education (CDE)~~
- 210 ~~to provide lunch and/or breakfast free of charge to all students under a federal universal~~
- 211 ~~service provision. (Education Code 49564)~~
- 212
- 213 40. ~~Promptly respond to all reasonable inquiries from the district, the county office of education,~~
- 214 ~~or the SPI, including, but not limited to, inquiries regarding the school's financial records.~~
- 215 ~~(Education Code 47604.3)~~
- 216
- 217 41. ~~Annually prepare and submit financial reports to the Governing Board and the County~~
- 218 ~~Superintendent of Schools in accordance with the following reporting cycle:~~
- 219
- 220 a. ~~By July 1, a preliminary budget for the current fiscal year. For a charter school in its first~~
- 221 ~~year of operation, financial statements submitted with the charter petition pursuant to~~
- 222 ~~Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)~~
- 223
- 224 b. ~~By July 1 each year, an update of the school's goals and the actions to achieve those~~
- 225 ~~goals as identified in the charter, developed using the Local Control and Accountability~~
- 226 ~~template in 5CCR 15497.5. This report shall include a review of the progress toward the~~
- 227 ~~goals, an assessment of the effectiveness of the specific actions toward achieving the~~
- 228 ~~goals, a description of changes the school will make to the specific actions as a result of~~
- 229 ~~the review and assessment, and a listing and description of expenditures for the fiscal~~
- 230 ~~year implementing the specific actions. (Education Code 47604.33, 47606.5; 5 CCR~~
- 231 ~~15497.5)~~
- 232 c. ~~When conducting this review, the governing body of the school may consider qualitative~~
- 233 ~~information including, but not limited to, findings that result from any school quality~~
- 234 ~~reviews conducted pursuant to Education Code 52052 or any other reviews. To the~~
- 235 ~~extent practicable, data shall be reported in a manner consistent with how information is~~
- 236 ~~reported on a school accountability report card. The update shall be developed in~~
- 237 ~~consultation with teachers, principals, administrators, other school personnel,~~
- 238 ~~parents/guardians and students. (Education Code 47606.5)~~
- 239 d. ~~By December 15, an interim financial report for the current fiscal year reflecting changes~~
- 240 ~~through October 31. (Education Code 47604.33)~~
- 241 e. ~~By March 15, a second interim financial report for the current fiscal year reflecting~~
- 242 ~~changes through January 31. (Education Code 47604.33)~~
- 243 f. ~~By September 15, a final unaudited report for the full prior year. The report submitted to~~
- 244 ~~the Board shall include an annual statement of all the charter school's receipts and~~
- 245 ~~expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)~~
- 246 g. ~~By December 15, a copy of the charter school's annual, independent financial audit~~
- 247 ~~report for the preceding fiscal year, unless the charter school's audit is encompassed in~~
- 248 ~~the district's audit. The audit report shall also be submitted to the state Controller and the~~
- 249 ~~California Department of Education. (Education Code 47605)~~
- 250

42. ~~Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator. (Education Code 221.61)~~

43. ~~If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670. (5 CCR 4600)~~

44. ~~Annually adopt a school accountability report card. (Education Code 47612; California Constitution, Article 16, Section 8.5)~~

~~In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.~~

A charter school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school or the entity managing the charter school:

Governance

1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)

2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)

Operations

3. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

4. Be nonsectarian in its programs, admission policies, employment practices, and

all other operations (Education Code 47605)

Admission/Enrollment

5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

7. Serve students with disabilities in the same manner as such students are served in other district schools (Education Code 47646, 56145)

8. Admit all students who wish to attend the charter school, according to the following criteria and procedures:

a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

c. Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law. (Education Code 47605)

9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

11. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

Nondiscrimination

351
352 **12. Not discriminate against any student on the basis of the characteristics listed in**
353 **Education Code 220 (Education Code 47605)**
354

355 **13. Adopt policy that is consistent with the model policy developed by the California**
356 **Attorney General addressing the charter school's response to immigration enforcement,**
357 **notify parents/guardians of their children's right to a free public education regardless of**
358 **immigration status or religious beliefs, prohibit the collection of information or**
359 **documents regarding the immigration status of students or their family members, and**
360 **fulfill other requirements of Education Code 234.7**
361

362 **14. Post specified information related to the prohibition against discrimination under**
363 **Title IX of the Education Amendments of 1972 in a prominent and conspicuous location**
364 **on the school web site or on the web site of the charter operator (Education Code**
365 **221.61)**
366

367 **15. If the charter school offers competitive athletics, annually post on the school's web**
368 **site or on the web site of the charter operator the total enrollment of the school classified**
369 **by gender, the number of students who participate in competitive athletics classified by**
370 **gender, and the number of boys' and girls' teams classified by sport and by competition**
371 **level (Education Code 221.9)**
372

373 **16. Provide specified accommodations to pregnant and parenting students, including,**
374 **but not limited to, the provision of parental leave and reasonable accommodations on**
375 **campus to a lactating student to express breast milk, breastfeed an infant child, or**
376 **address other needs related to breastfeeding. The charter school shall notify pregnant**
377 **and parenting students and parents/guardians of the rights and options available to**
378 **pregnant and parenting students. (Education Code 222, 222.5, 46015)**
379

380 **17. If a direct-funded charter school, adopt and implement uniform complaint**
381 **procedures to resolve complaints of unlawful discrimination or alleged violation of a**
382 **state or federal law or regulation governing educational programs, in accordance with 5**
383 **CCR 4600-4670 (5 CCR 4600)**
384

385 **Tuition and Fees**

386

387 **18. Not charge tuition (Education Code 47605)**
388

389 **19. Not charge student fees for any activity that is an integral component of the**
390 **educational program, except as authorized by those Education Code provisions that**
391 **explicitly apply to charter schools**
392

393 **20. Not bill, nor take any negative action against, a student or former student for a**
394 **debt owed to the charter school. The school shall provide an itemized invoice for any**
395 **amount owed by the parent/guardian on behalf of a student or former student before**
396 **pursuing payment of the debt and shall provide a receipt to the parent/guardian for each**
397 **payment made to the school. (Education Code 49014)**
398

399 **School Plans**

400

21. Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, in consultation with specified stakeholders and using the template adopted by the State Board of Education (SBE). To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard. As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the school's budget. (Education Code 47604.33, 47606.5, 52064, 52064.1)

22. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)

23. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)

24. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

Curriculum and Instruction

25. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

26. If the charter school offers a kindergarten program, also offer a transitional kindergarten program to students whose fifth birthday is from September 2 through December 2 (Education Code 48000)

27. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)

28. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school, beginning in the 2019-2020 school year (Education Code 51931, 51934)

29. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources by January 1, 2020 (Education Code 49381)

30. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

31. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

High School Graduation

32. Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any graduation requirements established by the charter school that exceed state requirements, unless the school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)

33. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)

34. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)

Student Expression

35. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

Staffing

36. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

37. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)

38. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education

Code 44030.5)

39. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

40. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

Parent/Guardian Involvement

41. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)

42. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)

Nutrition

43. Beginning with the 2019-2020 school year, provide each eligible student with one nutritionally adequate free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction (Education Code 47613.5)

44. If the charter school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

45. If the charter school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; ensure that a student with unpaid school meal fees is not shamed, treated differently, or served a meal that differs from other students; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)

46. If the charter school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)

Student Health

47. If the charter school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components, review the policy at least every five years, and, if the school issues student identification cards, print the telephone number of the National Suicide Prevention Lifeline on those cards (Education Code 215, 215.5)

48. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)

49. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

50. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)

51. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)

52. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)

53. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

54. Adopt a policy on bullying and cyberbullying prevention by December 31, 2019, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 32283.5)

55. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)

Student and Parent/Guardian Records

56. Not collect or solicit social security numbers or the last four digits of social

security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)

57. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)

58. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

59. If the charter school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

Facilities

60. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

Finance

61. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code 47604.3)

62. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

63. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

64. Annually prepare and submit financial reports to the district Board and the County

Superintendent of Schools in accordance with the following reporting cycle:

a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)

c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)

d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)

e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)

65. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

Accountability

66. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

Exhibit
Approved: November 5, 2015
Revised: July 20, 2017, June 7, 2018
_____, 2019

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

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

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.

Time Limitations

The following time limitations apply to claims against the district:

1. ~~Claims for money or damages relating to a cause of action which is governed by a statute or regulation, including childhood sexual abuse and other causes of action specifically excepted from the Government Claims Act by Government Code 905, shall be filed in accordance with the governing statute or regulation. (Government Code 905, 935)~~ **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)

2. ~~In accordance with the 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 but 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)~~ **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)**

3. 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)
4. 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:

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 public 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. ~~the dollar amount shall be included in the claim. 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.~~
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 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** ~~under the section entitled "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)

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 he/she 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. (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)

- 151 The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)
152
153 1. If the Board finds that the claim is not a proper charge against the district, the claim shall be
154 rejected.
155
156 2. If the Board finds that the claim is a proper charge against the district and is for an amount
157 justly due, the claim shall be allowed.
158
159 3. If the Board finds that the claim is a proper charge against the district but is for an amount
160 greater than is justly due, the Board shall either reject the claim or allow it in the amount
161 justly due and reject it as to the balance.
162
163 4. If legal liability of the district or the amount justly due is disputed, the Board may reject or
164 compromise the claim.
165
166 5. If the Board takes no action on the claim, the claim shall be deemed rejected.
167

168 If the Board allows the claim in whole or in part or compromises the claim and the claimant
169 accepts the amount allowed or offered to settle the claim, the Board may require the claimant to
170 accept it in settlement of the entire claim. (Government Code 912.6)
171

172 The Board or designee shall transmit to the claimant written notice of action taken or of inaction
173 which is deemed rejection. The notice shall be in the form set forth in Government Code 913
174 and shall either be personally delivered or mailed to the address stated in the claim or
175 application. (Government Code 913, 915.4)
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194 Regulation
195 Approved: December 8, 1994
196 Revised: September 11, 2003
197 Revised: June 22, 2006, February 13, 2014
198 October 18, 2018, January 17, 2019
199 ____, 2019

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

ADMINISTRATIVE REGULATION

AR 3511(a)

Business and Noninstructional Operations

ENERGY AND WATER MANAGEMENT

Resource Management Program

~~In the development of the district's resource management program, the Superintendent or designee shall analyze and review the lighting; heating, ventilation, and air conditioning systems; water heaters; electrical equipment and appliances; water use and irrigation; and solid waste and recycling systems. The following district operations shall be incorporated into the district's resource management program:~~

- ~~1. Educational programs~~
- ~~2. Classroom and building management and maintenance~~
- ~~3. Food services and equipment maintenance
(cf. 3551 - Food Service Operations/Cafeteria Fund)~~
- ~~4. Landscaping~~
- ~~5. Transportation services and maintenance
(cf. 3540 - Transportation)~~
- ~~6. New construction~~
- ~~7. Administrative operations
(cf. 7110 - Facilities Master Plan)~~
- ~~8. Use of facilities by outside groups
(cf. 1330 - Use of School Facilities)
(cf. 3512 - Equipment)
(cf. 7111 - Evaluating Existing Buildings)~~

In the development of the district's energy and water resource management program, the Superintendent or designee may analyze the efficiency and environmental impact of, and consider strategies for improving, the following district systems:

- 1. Lighting**
- 2. Heating, ventilation, and air conditioning**
- 3. Water heaters**
- 4. Electrical equipment and appliances**
- 5. Water use and irrigation, including drains, faucets, and pipes**
- 6. Grounds management**

(cf. 7111 - Evaluating Existing Buildings)

~~The Superintendent or designee may solicit input from staff, students, and parents/guardians about the district's program. The Superintendent or designee shall~~

50 provide staff and students with training and guidance on best practices to achieve the
51 district's goals, such as a reward program to recognize outstanding accomplishments.
52

53 In addition, the district's resource management program may include strategies
54 to address the following:
55

56 1. Educational programs that focus on environmental literacy and incorporate
57 the Next Generation Science Standards
58

59 (cf. 6142.5 - Environmental Education)

60 (cf. 6142.93 - Science Instruction)
61

62 2. Outdoor student facilities that are environmentally sustainable and include
63 increased shaded areas to reduce playground temperatures
64

65 (cf. 5141.7 - Sun Safety)
66

67 3. Classroom and building management and maintenance
68

69 4. Food services and food waste reduction
70

71 (cf. 3551 - Food Service Operations/Cafeteria Fund)
72

73 5. Landscaping practices, including establishing drought-tolerant habitats
74

75 6. Transportation services and maintenance
76

77 (cf. 3540 - Transportation)
78

79 7. Inclusion of best practices for water management in new construction
80 projects
81

82 (cf. 7110 - Facilities Master Plan)
83

84 8. Administrative operations that focus on cost reduction and conservation
85

86 (cf. 3400 - Management of District Assets/Accounts)
87

88 9. Regular equipment maintenance and repair
89

90 (cf. 3512 - Equipment)
91

92 Storm Water Management
93

94 The Superintendent or designee shall implement a storm water management plan
95 that complies with applicable state and federal law and local ordinances. The plan
96 shall include best practices designed to reduce waste, pollution, environmental
97 degradation, and damage to school facilities and infrastructure by:
98

1. Incorporating water capture and filtration systems for storm water when necessary
2. Emphasizing school practices and school design that reduce runoff and human pollutants, such as plastics, oils, grease, metals, and pesticides
3. Preserving, creating, and enhancing natural areas and greenspace that aid in storm water and dry weather capture
4. Minimizing impervious surface area and controlling runoff from impervious surfaces
5. Utilizing, when possible, soils that promote infiltration
6. Incorporating storm water design signage features and learning opportunities for public education

Emergency Interruption of Services

~~The Superintendent or designee shall develop a plan to address actions to be taken in the event of power outages or other emergency interruption of utility services, both during and after school operations. The plan shall address procedures to help ensure student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and utility service providers.~~

The Superintendent or designee shall consult with local law enforcement, emergency personnel, and the county office of emergency services in the development of strategies to be implemented in the event of power outages or other emergency interruptions of utility services. The strategies shall prescribe a means of notifying appropriate agencies to ensure all utilities are properly restored after interruption.

~~(cf. 0450—Comprehensive Safety Plan)~~

~~(cf. 3516 – Emergencies and Disaster Preparedness Plan)~~

~~(cf. 3516.5—Emergency Schedules)~~

The Superintendent or designee shall reopen schools and return to normal instructional activities as soon as safe operations can be resumed. If any school will be closed for an extended period of time, the district shall make alternative arrangements for students and staff so as not to interrupt the educational program.

The Superintendent or designee shall communicate with staff, students, and parents/guardians regarding any interruption of educational services due to utility service outages, including any necessary alternative arrangements and the date or time that normal operations of the school are expected to resume.

(cf. 1100 - Communication with the Public)

148 **(cf. 3516.5 - Emergency Schedules)**

149

150

151

152

153 Regulation

SOUTH BAY UNION SCHOOL DISTRICT

154 Adopted: June 20, 2002

Imperial Beach, California

155 Revised: 6/23/05; 6/22/06; 12/13/07

156 _____, 2019

157

BOARD POLICY**Business and Noninstructional Operations****ENERGY AND WATER MANAGEMENT**

The Governing Board recognizes **the environmental and financial benefits that can be derived from conserving energy, water, and other natural resources, preparing for extreme weather and other natural events, and providing an environment that promotes the health and well-being of students and staff.** ~~importance of minimizing the district's use of natural resources, providing a high-quality environment that promotes health and productivity, and effectively managing the district's fiscal resources. To~~ **support district goals for energy and water management,** that end, the Superintendent or designee shall develop a resource management program which **may** include strategies for implementing effective and sustainable resource practices, **exploring the use of renewable and clean energy technology and/or sources, reducing energy and water consumption, and promoting conservation principles in the educational program.** ~~minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices, and promoting conservation principles. The district may coordinate with other local or regional entities to capitalize on their expertise and maximize the efficient use of resources, such as through joint or shared use agreements.~~

(cf. 3100 – Budget)

(cf. 3300 – Expenditures and Purchases)

(cf. 3511.1 – Integrated Waste Management)

(cf. 3512 – Equipment)

(cf. 6142.5 – Environmental Education)

(cf. 3510-Green School Operations)

(cf. 0200-Goals for the School District)

~~The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and capital expenditures which may help the district reach its conservation and management goals.~~

The Superintendent or designee may solicit input from staff, students, and parents/guardians regarding the district's resource management program. The Superintendent or designee may provide staff and students with training and guidance on best practices to achieve the district's goals, and may establish a reward program to recognize outstanding accomplishments.

(cf. 1150-Commendations and awards)

(cf. 7110 – Facilities Master Plan)

(cf. 7111 – Evaluating Existing Buildings)

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation and management goals. **The district may coordinate with other local or regional entities to capitalize on their expertise and maximize the efficient use of resources, such as through joint or shared use agreements.**

~~The Superintendent or designee shall periodically report to the Board on the district's progress in meeting its conservation and resource management goals.~~

Storm Water Management

~~The Board desires to ensure that, to the maximum extent practicable, the district reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff. When the district has been designated by the State Water Resources Control Board or a regional water quality control board, the Superintendent or designee shall ensure that the district complies with applicable General Permit requirements.~~

The Superintendent or designee shall ensure that the district complies with storm water discharge standards specified by any applicable General Permit coverage required by law, including all requirements of the Construction General Permit issued by the State Water Resources Control Board for any project that disturbs one acre or more of soil. (40 CFR 122.34).

(cf. 3514 – Environmental Safety)

(cf. 3514.1 – Hazardous Substances)

(cf 3514.2 – Integrated Pest Management)

~~The Superintendent or designee shall develop a storm water management plan and shall submit the plan and a resolution authorizing the implementation of the plan to the Board for approval. The district's plan shall describe best management practices, measurable goals, and timetables for implementation in the following areas:~~

The Superintendent or designee shall develop a storm water management plan that complies with the provisions of the applicable permit and describes best management practices, design strategies, measurable goals, and timetables for implementation. The plan and a resolution authorizing its implementation may be submitted to the Board for approval. (40 CFR 122.34)

For all projects, the district shall comply with any city or county ordinance that regulates drainage improvements and conditions. (Government Code 53097)

~~1. Public education and outreach on storm water impacts.~~

~~2. Public participation, such as participation in adoption and implementation of the plan.~~

- 89
90 3. ~~Illicit discharge detection and elimination, such as maps and programs to detect and~~
91 ~~eliminate illicit non-storm water discharges.~~
92 4. ~~Construction site storm water runoff control, such as reviewing construction plans,~~
93 ~~inspecting sites, and tracking construction site runoff, as well as erosion and sediment~~
94 ~~controls.~~
95 5. ~~Post-construction storm water management, such as developing design standards for~~
96 ~~preventing runoff and verifying proper maintenance and operation of control procedures.~~
97 6. ~~Pollution prevention and good housekeeping, such as evaluating waste disposal, material~~
98 ~~storage, and equipment cleaning procedures and spill prevention, including at bus~~
99 ~~maintenance facilities.~~

100
101 The Superintendent or designee shall regularly report to the Board on the status of the district's
102 implementation efforts.

103 **Emergency Interruption of Services**

104
105 The Superintendent or designee shall develop a plan to minimize disruption to the
106 educational program in the event of power outages or other emergency interruption of
107 utility services. The plan shall include actions to be taken to facilitate student and staff
108 safety, administrative control of operations, protection of equipment, effective
109 communications, and coordination with local fire, police, and emergency personnel and
110 utility service providers.

111
112 (cf. 0450 - Comprehensive Safety Plan)

113 (cf. 3516 - Emergencies and Disaster Preparedness Plan)

114 (cf. 3516.5 - Emergency Schedules)

115 116 117 118 119 **Legal Reference:**

120 **EDUCATION CODE**

121 17213.1 School sites

122 17280 Construction of school buildings

123 35275 Coordination of new facilities with recreation and park authorities

124 41422 School term or session length, failure to comply due to disaster

125 46392 Emergency conditions; ADA estimate

126 **GOVERNMENT CODE**

127 53097 Local agencies

128 **PUBLIC RESOURCES CODE**

129 25410-25421 Energy conservation assistance

130 **WATER CODE**

131 189.3 Recommendations for best design and use practices

132 13383 Compliance with the federal Water Pollution Control Act

133 13383.5 Storm water discharge monitoring requirements

134 **CODE OF REGULATIONS, TITLE 23**

135 490-495 Model Water Efficient Landscape Ordinance

136 2200 Discharge permit fees

137 **UNITED STATES CODE, TITLE 33**

138 1342 National pollutant discharge elimination system

139 **CODE OF FEDERAL REGULATIONS, TITLE 40**
140 **122.1-122.64 National pollutant discharge elimination system**
141
142 **Management Resources:**
143 **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**
144 **Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use**
145 **Runoff Effectively) at Schools, December 2018**
146 **A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the**
147 **Environment, 2015**
148 **Average Daily Attendance Credit During Periods of Emergency, Management Advisory**
149 **90-01, rev. February 10, 2005**
150 **CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS**
151 **Guidance for Design and Construction of Vegetated Low Impact Development Projects,**
152 **2016**
153 **U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS**
154 **National Management Measures to Control Nonpoint Source Pollution from Urban Areas,**
155 **2005**
156 **WEB SITES**
157 **CSBA: <http://www.csba.org>**
158 **Alliance to Save Energy: <http://www.ase.org>**
159 **California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>**
160 **California Department of Water Resources: <http://water.ca.gov>**
161
162
163

164 Policy
165 Adopted: December 8, 1994
166 Revised: June 22, 2006; Dec. 13, 2007
167 _____, 2019

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

ADMINISTRATIVE REGULATION**Business and Noninstructional Operations****ENVIRONMENTAL SAFETY**

The Superintendent may designate one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)

(cf. 3511 - Energy and Water Management)

(cf. 3517 - Facilities Inspection)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5142 - Safety)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7150 - Site Selection and Development)

Indoor Air Quality

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by blocking ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing/roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.

4. Least toxic pest management practices shall be used to control and manage pests at school sites.

(cf. 3514.2 - Integrated Pest Management)

5. ~~The Superintendent or designee shall install a carbon monoxide detector or alarm in all school buildings that contain a fuel-burning appliance, fireplace, or forced-air furnace. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide.~~ **A carbon monoxide detector or alarm shall be installed in all school buildings that contain a fuel-burning appliance, fireplace, or forced-air furnace, unless otherwise exempted by state law or regulations. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide (24 CCR 915.1-915.7)**

6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

7. Painting of school facilities and maintenance or repair that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.

8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.

10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall refrain from bringing common irritants such as furred or feathered animals, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 3516 - Emergencies and Disaster Preparedness Plan

(cf. 3516.5 - Emergency Schedules)

Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Any diesel-fueled, dual-fueled, or alternative diesel-fueled school bus with a gross vehicle weight rating over 14,000 pounds shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water Safety

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate the concern to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

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

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to make inoperable any fountains or faucets where excess lead levels may exist. (Health and Safety Code 116277)

Prevention of Lead Exposure

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.
3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with high lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.
5. ~~Drinking water shall be regularly tested for lead and remediated as provided in the section~~

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Prevention of Mercury Exposure

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the

201 local health department or environmental agency.

202
203 Any products containing mercury shall be properly disposed at an appropriate hazardous waste
204 collection facility.

205 206 **Asbestos Management**

207
208 The Superintendent shall designate an employee who shall ensure that the district's
209 responsibilities related to asbestos inspection and abatement are implemented in accordance
210 with federal and state regulations. This employee shall receive adequate training to perform
211 these duties, including, as necessary, training on the health effects of asbestos, detection,
212 identification, and assessment of asbestos-containing materials; options for controlling
213 asbestos-containing building materials; asbestos management programs; and relevant federal
214 and state regulations. (40 CFR 763.84)

215
216 *(cf. 4231 - Staff Development)*

217 *(cf. 4331 - Staff Development)*

218
219 The designated employee shall ensure that the district complies with the following requirements:

220
221 1. School facilities shall be inspected for asbestos-containing materials as necessary in
222 accordance with the following:

223
224 a) Any school building that is leased, or acquired, or otherwise used by the district shall be
225 inspected for asbestos-containing materials prior to its use as a school building, unless
226 exempted by federal regulations. (40 CFR 763.85, 763.99)

227
228 b).At least once every three years, the district shall conduct a re-inspection of all known or
229 assumed asbestos-containing building materials in each school building. (40 CFR 763.85)

230
231 c).At least once every six months, the district shall conduct a periodic surveillance consisting of
232 a visual inspection of each school building that contains or is assumed to contain asbestos-
233 containing building materials. (40 CFR 763.92)

234
235 2. Based on the results of the inspection, an appropriate response, which is sufficient to protect
236 human health and the environment, shall be determined from among the options specified in
237 40 CFR 763.90. (40 CFR 763.90)

238
239 The district may select the least burdensome response, taking into consideration local
240 circumstances, including occupancy and use patterns within the school building and economic
241 concerns such as short-term and long-term costs. (40 CFR 763.90)

242
243 3. An asbestos management plan for each school site shall be maintained and regularly
244 updated to keep it current with ongoing operations and maintenance, periodic surveillance,
245 inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

246
247 The asbestos management plan shall be available for inspection in district and school offices
248 during normal business hours. Parent/guardian, teacher, and employee organizations shall be
249 annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

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

252 (cf. 5145.6 - Parental Notifications)

253

254 4. Staff, students, and parents/guardians shall be informed at least once each school year
255 about any inspections, response actions, and post-response actions, including periodic re-
256 inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)

257

258 5. Inspections, re-inspections, periodic surveillance, and response actions, including operations
259 and maintenance, shall be conducted in compliance with state and federal regulations for the
260 protection and safety of workers and all other individuals. (40 CFR 763.84; Education Code
261 49410.5)

262

263 Asbestos inspection and abatement work, preparation of a management plan, and any
264 maintenance activities that may disturb asbestos-containing building materials, except for
265 emergency repairs or small-scale, short-duration maintenance activities, shall be completed by
266 state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85,
267 763.91)

268

269 6. All custodial and maintenance employees shall be properly trained in accordance with
270 applicable federal and/or state regulations. (40 CFR 763.84)

271

272 All district maintenance and custodial staff who may work in a building that contains asbestos-
273 containing building materials, regardless of whether they are required to work with such
274 materials, shall receive at least two hours of related asbestos awareness training. New
275 maintenance and custodial staff shall receive such training within 60 days after beginning
276 employment. Any maintenance or custodial staff who conduct activities that will disturb
277 asbestos-containing materials shall receive 14 hours of additional training. The trainings shall
278 address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

279

280 7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who
281 may come in contact with asbestos in a school shall be provided information regarding the
282 locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

283

284 8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-
285 containing building material located in routine maintenance areas in accordance with 40 CFR
286 763.95. (40 CFR 763.84)

287

288 The district shall maintain, in both the district and school offices and for a period of three years,
289 records pertaining to each preventive measure and response action taken; staff training;
290 periodic surveillances conducted; cleaning, operations, and maintenance activities; and any
291 fiber release episode. (40 CFR 763.94)

292

293

294 Regulation

295 Approved: December 8, 1994

296 Revised: May 25, 1995, June 22, 2006

297 January 21, 2016, August 23, 2018

298 ____, 2019

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

BOARD POLICY

BP 3540 (a)

Business and Noninstructional Operations

TRANSPORTATION

The Governing Board desires to provide for the safe and efficient transportation for students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. ~~The extent to which the district provides for transportation services shall depend upon student and community needs and a continuing assessment of financial resources.~~ **In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.**

(cf. 3100 – Budget)

(cf. 3250 – Transportation Fees)

(cf. 3541 – Transportation Routes and Services)

(cf. 3541.1 – Transportation for School-Related Trips)

(cf. 3541.2 – Transportation for Students with Disabilities)

(cf. 5116.1 – Intradistrict Open Enrollment)

(cf. 5117 – Interdistrict Agreement)

~~The Superintendent or designee shall recommend to the Board the most economical and appropriate means of providing transportation services.~~

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services.

(cf. 3510 - Green School Operations)

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

In lieu of providing mandated transportation in whole or in part, the district may pay the student's parents/guardians a mileage reimbursement based on a direct route to and from the school and home, at the current rate posted by the IRS, in transporting the student to or from the school. The amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5

(cf. 3250 - Transportation Fees)

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

(cf. 3543 – Transportation Safety and Emergencies)

(cf. 5131.1 – Bus Conduct)

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

(cf. 3542 – School Bus Drivers)

Legal Reference:

EDUCATION CODE

35330 Excursions and field trips

35350 Authority to transport pupils

39800-39860 Transportation, especially:

39800 Powers of governing board to provide transportation for pupils to and from school; definition of “municipally owned transit system”

39801 Contract with County Superintendent of Schools to provide transportation

39802-39803 Bids and contracts for transportation services

39806 Payments to parents in lieu of transportation

39807 Food and lodging payments in lieu of transportation

39807.5 Transportation fees

39808 District transportation of private school students

41850-41854 Allowances for transportation

41860-41862 Supplemental allowances for transportation

45125.1 Criminal background checks for contractors

52311 Regional occupational centers, transportation

PENAL CODE

637.7 Electronic tracking devices

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 5

14100-14103 Use of school buses and school pupil activity buses

15240-15343 Allowances for student transportation, especially:

15253-15272 District records related to transportation

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

VEHICLE CODE

2807 School bus inspection

COURT DECISIONS

Arcadia Unified School District et. al. v. State Department of Education, 2 Cal. 4th 251 (1992)

Policy

Adopted: December 8, 1994

Revised: June 22, 2006, ____, 2019

SOUTH BAY UNION SCHOOL DISTRICT

Imperial Beach, California

BOARD POLICY**Instruction****VISUAL AND PERFORMING ARTS EDUCATION**

~~The Governing Board recognizes that by studying visual and performing arts, students learn to develop initiative, discipline, perceptual abilities and critical and creative thinking skills that extend to all areas of life. The Board believes that a comprehensive arts education program should be an integral part of the basic education offered to all students in all grades. The Board encourages all teachers to use the arts to facilitate learning in the subjects they teach.~~

~~The district's comprehensive arts education program may include a written, sequential curriculum in dance, music, theater and the visual arts. Students shall have the opportunity to continually improve artistic skills, create and/or perform original works, acquire an appreciation of arts from many eras and cultures and develop an intellectual basis for making aesthetic judgments.~~

~~(cf. 6143 - Courses of Study)~~

~~(cf. 6146.1 - High School Graduation Requirements)~~

~~In addition, the Superintendent or designee shall encourage the integration of community arts resources into the school program. Students shall have opportunities to attend musical and theatrical performances, observe the work of accomplished artists and work directly with visiting artists.~~

~~The Board supports a collaboration with community arts agencies through the Local Arts Education Partnership Program and is committed to providing the necessary time, staff and financial resources in order to fulfill the district's part in this school-community arts agency partnership.~~

~~The Board acknowledges the importance of ongoing professional development for teachers in arts education. The Superintendent or designee may provide opportunities for certificated staff to become knowledgeable about curriculum developments in the arts and strategies for delivering a comprehensive arts program to students.~~

~~(cf. 4131 - Staff Development)~~

The Governing Board believes that visual and performing arts are essential to a well-rounded educational program and should be an integral part of the course of study offered to students at all grade levels. The district's arts education program shall be designed to foster students' artistic competencies, cultivate students' appreciation and understanding of the arts in ways that are enjoyable, fulfilling, and transferable to students' personal, academic, and professional endeavors, and support students to fully engage in lifelong arts learning.

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The Board shall adopt academic standards for dance, media arts, music, theatre, and visual arts that lead to artistic literacy and promote access and equity in the arts. District standards shall describe the skills, knowledge, and abilities that students are expected to possess at each grade level and shall meet or exceed state standards.

(cf. 0415 - Equity)
(cf. 6011 - Academic Standards)

The Superintendent or designee shall develop a sequential curriculum for dance, media arts, music, theatre, and visual arts which is consistent with the state curriculum framework and includes the following artistic processes:

1. Creating: conceiving and developing new artistic ideas and work
2. Performing/producing/presenting: realizing artistic ideas and work through interpretation and presentation
3. Responding: understanding and evaluating how the arts convey meaning
4. Connecting: relating artistic ideas and work with personal meaning and external content

(cf. 6141 - Curriculum Development and Evaluation)

The Board shall adopt standards-based instructional materials for visual and performing arts which may incorporate a variety of media and technologies.

(cf. 0440 - District Technology Plan)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 6163.1 - Library Media Centers)

As appropriate, the Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of and ability to teach the arts and to implement the district's arts education program.

(cf. 4131 - Staff Development)

The Superintendent or designee shall encourage the integration of community arts resources into the educational program. Such resources may include opportunities for students to attend musical and theatrical performances, observe the works of accomplished artists, and work directly with artists-in-residence and volunteers. In addition, the Superintendent or designee may collaborate with community organizations to share resources and seek grant opportunities.

(cf. 1230 - School-Connected Organizations)
(cf. 1240 - Volunteer Assistance)
(cf. 1260 - Educational Foundation)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 6020 - Parent Involvement)
(cf. 6153 - School-Sponsored Trips)

Board Policy Instruction

Visual And Performing Arts Education

The Superintendent or designee shall regularly evaluate the implementation of the district's arts education program at each grade level and report to the Board regarding its effectiveness in enabling students to meet academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

~~8810-8819.5 Arts education~~

~~8820-8830 Arts Work Visual and Performing Arts Education Program~~

~~8950-8957 California summer school of the arts~~

32060-32066 Toxic art supplies

35330-35332 Field trips

~~51204 Course of study designed for students' needs~~

51210 Course of study, grades 1-6

51220 Course of study, grades 7-12

~~51225.3 Graduation requirements~~

~~58800-58805 Specialized secondary programs~~

60200-60213 Instructional materials, elementary schools

60400-60411 Instructional materials, high schools

~~99200-99205 Subject matter projects~~

Management Resources:

CDE PUBLICATIONS

~~The Visual and Performing Arts Framework for California Public Schools: Kindergarten Through Grade Twelve, 1996~~

~~Literature for the Visual and Performing Arts, Kindergarten Through Grade Twelve~~

~~Prelude to Performance Assessments in the Arts, K-12, 1994~~

~~The Arts: Partnerships as a Catalyst for Educational Reform, 1994~~

~~Arts Work: A Call for Arts Education for All California Students, 1997~~

WEB SITES:

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

TCAP: <http://www.ucop.edu/tcap>

California Arts Council: <http://www.cac.ca.gov>

CALIFORNIA ALLIANCE FOR ARTS EDUCATION PUBLICATIONS

Parents' Guide to the Visual and Performing Arts in California Public Schools

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Arts Framework for Public Schools, Kindergarten through Grade Twelve

California Arts Standards for Public Schools, Prekindergarten through Grade Twelve, January 2019

WEB SITES:

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

151 Arts Education Partnership: <http://aep-arts.org>
152 California Alliance for Arts Education: <http://www.artsed411.org>
153 California Arts Council: <http://www.cac.ca.gov>
154 California Art Education Association: <http://www.caea-arteducation.org>
155 California Association for Music Education: [http://www.actaonline.org/content/california-](http://www.actaonline.org/content/california-association-music-education)
156 [association-music-education](http://www.actaonline.org/content/california-association-music-education)
157 California Dance Education Association: <http://www.cdeadance.org>
158 California Department of Education, Visual and Performing Arts:
159 <http://www.cde.ca.gov/ci/vp>
160 California Educational Theatre Association: <http://www.cetoweb.org>
161 California Music Educators Association: <http://www.calmusiced.com>
162 The California Arts Project: <http://csmp.ucop.edu/tcap>
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179 Policy SOUTH BAY UNION SCHOOL DISTRICT
180 Adopted: June 27, 1996 Imperial Beach, California
181 Revised: September 14, 2006, ____, 2019

1 **BOARD BYLAW**

BB 9110

2 **Board Bylaws**

3
4 **TERMS OF OFFICE**

5
6
7 The Governing Board shall consist of five (5) members whose terms shall be staggered so that
8 as nearly as practicable, one half of the members shall be elected in each ~~even-numbered~~ year
9 **in which the Board's elections are regularly held. (Education Code 35012).**

10
11 **(cf. 9220 – Governing Board Elections)**

12
13 The term of office for members elected in regular elections shall be four years, commencing on
14 the first **second** Friday in December ~~next succeeding~~ **following** their election. (Education Code
15 5017)

16
17 **(cf. 9223 - Filling Vacancies)**

18 **(cf. 9224 - Oath or Affirmation)**

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

20
21 ~~Board member terms expire four years after their initial election on the first Friday in December~~
22 ~~following the election of new members. (Education Code 5000)~~

23
24 A Board member **s** whose terms **s** has **have** expired shall continue to discharge the duties of the
25 office until his/her **their** successor **s** have qualified by taking the oath of office. (Government
26 Code 1302, 1360; Education Code 5017)

27
28 **If a regularly scheduled Board election date is changed due to consolidation with a**
29 **statewide or municipal general election, the term of incumbent Board members shall be**
30 **extended to align with the next applicable election. (Elections Code 10404.5)**

31
32
33
34 Legal Reference:

35
36 **EDUCATION CODE**

37 5000-5033 Election of school district board members

38 35010 Control of district

39 35012 Board members; number, election and terms

40 35107 Eligibility

41 **ELECTIONS CODE**

42 1302 Local elections, school district election

43 10400-10418 Consolidation of elections

44 14050-14057 California Voter Participation Rights Act

45 **GOVERNMENT CODE**

46 1302 Continuance in office until qualification of successor

47 1303 Exercising functions of office without having qualified

48 1360 Necessity of taking constitutional oath

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51 Management Resources:
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53 WEB SITES
54 CSBA: <http://www.csba.org>
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69 Bylaw
70 Adopted: December 8, 1994
71 Revised: February 22, 2007, ____, 2019

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Cindy Wagner, Deputy Superintendent
SUBJECT: California School Dashboard Local Indicators

BACKGROUND INFORMATION

The California School Dashboard (www.caschooldashboard.org) is an online tool designed to help communities access important information about K-12 districts and schools. The Dashboard features easy-to-read reports on multiple measures of school success. The Dashboard is just one step in a series of major shifts in public education, changes that have raised the bar for student learning, transformed testing, and increased the focus on equity.

The California School Dashboard reports on both State Indicators and Local Indicators. The State Indicators allow for comparisons across schools and districts on graduation rates, academic performance, suspension rates, English learner progress, chronic absenteeism, and preparation for college/career.

Local Indicators are based on information collected by school districts, county offices of education, and charter schools:

- Basic Conditions
 - Teacher Qualifications
 - Safe and Clean Buildings
 - Textbooks for all Students
- Implementation of Academic Standards
- School Climate Surveys
- Parent Involvement and Engagement

Districts receive one of three performance levels on the four Local Indicators based on whether they have collected, analyzed and reported local data: Met, Not Met, and Not Met for Two or More Years.

CURRENT CONSIDERATIONS

South Bay has completed the requirement for the Local Indicators. This requirement includes the reporting of data analysis, Williams visits, classroom observations, and instructional materials. Information is self-reported on the California School Dashboard and all Local Indicators have been met.

The California School Dashboard, with all current State and Local Indicators, will be released to the public in December 2019.

IMPACT ON STUDENT ACHIEVEMENT

The California School Dashboard is the state accountability reporting system and communicates district progress on identified indicators to all stakeholders.

FINANCIAL IMPLICATIONS

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend recognition of Deputy Superintendent Cindy Wagner for a presentation on the California School Dashboard Local Indicators.

SUPERINTENDENT'S RECOMMENDATION

Recommend recognition.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Child Nutrition Update

BACKGROUND INFORMATION

The Child Nutrition department is a federal and state assisted program that provides nutritionally balanced, low-cost, or free meals to the children of South Bay Union School District.

CURRENT CONSIDERATIONS

We currently provide breakfast, lunch, after-school snacks, at-risk supper meals, and a summer meal program.

IMPACT ON STUDENT ACHIEVEMENT

Studies show a direct connection between nutritious, balanced meals and academic performance. The Child Nutrition department must continue to improve the school meal program by providing high quality food and service.

FINANCIAL IMPLICATIONS

The Child Nutrition department is a self-supported program that does not rely on the General Fund for operational resources.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend recognition of Director Sara Mosburg for a presentation on Child Nutrition.

SUPERINTENDENT'S RECOMMENDATION

Recommend recognition.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Facilities Lease Agreement

BACKGROUND INFORMATION

In the fall of 2005, the San Diego County Office of Education (SDCOE) approached South Bay about the possibility of renting the Education Center Conference rooms located to the east of Burress Auditorium. The desire was to enter into a long-term Lease Agreement to host Friendship School, as their current location in National City was sold as part of a redevelopment plan. Friendship School is a K-12 Special Education school currently serving approximately 45 south county students and families. The administration expressed a need for five classrooms, handicapped accessible restrooms and office space for the Principal, office staff and service staff including an Occupational Therapist, Speech and Language Specialist, School Psychologist, Assisted Technology Specialist, and School Nurse.

With the growth of Imperial Beach Charter School enrollment, the need for this space to become South Bay classrooms is eminent. As the District and Friendship School have enjoyed a mutually beneficial partnership, an alternative space solution was sought in order to continue providing adequate facilities on a lease basis.

CURRENT CONSIDERATIONS

The SDCOE is interested in establishing a ten-year lease of eight training/classrooms, corridor storage area, restrooms and offices (total of 9,228 square feet) located at the West Campus from July 1, 2020 through June 30, 2030.

The students at Friendship School will continue to receive transportation. The administration is willing to be flexible with the school start and end times and has indicated they will stay on a year-round calendar. The current school hours are 9:00-3:00.

The proposed Facilities Lease Agreement is attached as an Exhibit.

IMPACT ON STUDENT ACHIEVEMENT

This collaboration has an impact on students in our District as well as students in four other south county school districts.

FINANCIAL IMPLICATIONS

Under the proposed agreement, South Bay will receive annual lease revenue. The 2020-21 rate per square foot will be established based upon the final total amount the SDCOE commits to building improvements. The proposal further establishes that the annual rate will increase by COLA or 2% each year, whichever is greater.

To prepare the space at the West Campus, the District will expend the remaining balance of \$246,530 from Fund 14 (Deferred Maintenance) in order to replace needed roofing, flooring systems, ADA compliant path of travel, hardware, and restroom improvements.

In addition to the lease revenue noted above, the SDCOE will continue to provide and/or absorb costs for: (1) additional facility modification (both temporary and permanent) of rooms to meet the needs of students; (2) restoring the condition of our rooms and leased space at the end of the lease period; (3) furniture and equipment; (4) phones and technology; (5) food services; (6) laundry services; (7) a portion of gas and electric; (8) school administration including a Principal, office support and itinerant staff mentioned above.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of a ten-year Facilities Lease Agreement with the San Diego County Superintendent of Schools.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Lease	10/4/2019	Exhibit

LEASE AGREEMENT

This Lease Agreement (the “Lease”) is made and entered into this 1st day of December, 2019 by the South Bay Union School District (“Lessor”), and San Diego County Superintendent of Schools. (“Lessee”).

RECITALS

WHEREAS, Lessee (SDCOE) desires a ten-year lease of classrooms and related spaces to house Friendship School; and

WHEREAS, Lessor owns property known as the Westview Elementary, located at 525 Third Street, Imperial Beach, CA, 91932, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (“WV”); and

WHEREAS, Lessor would lease the underutilized eight (8) WV Classrooms 12, 13, 14, 15, 16, 17, 18, 19 restrooms, storage, corridor and laundry spaces to Lessee; and

WHEREAS, Lessor can request limited term access to multipurpose room and/or additional space with a Facilities Use Application;

WHEREAS, the California Education Code, commencing with section 17527, authorizes Lessor to lease classroom space to Lessee under certain conditions specified therein, including a determination by the governing board of Lessor that doing so will not (i) interfere with the educational programs or activities of Lessor, (ii) unduly disrupt the residents of the surrounding neighborhood, or (iii) jeopardize the safety of the children of the school; and

WHEREAS, Lessor has made all applicable findings and determinations concerning this Agreement, and desires to lease to Lessee at eight classrooms/training rooms, office space, corridor, storage and restrooms at WV (located on the Westview Elementary School (WV)), as described herein or later agreed upon by Lessor and Lessee, under the terms and conditions set forth herein; and

WHEREAS, Lessor understands that Lessee will incur expenses and liabilities in reliance on this Agreement and in reliance on the availability of the classroom space, land and facilities described herein and that early termination of this Agreement or non-compliance by Lessor with any material terms will cause significant harm, including financial harm, to Lessee.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **DEFINITIONS.**

- a. “Lease” means this Lease Agreement dated and effective as of the date first above written between Lessor and Lessee.
- b. “Lessor” means the South Bay Union School District.
- c. “Lessee” means the San Diego County Superintendent of Schools.

- d. "Notice Address" means, the addresses and addressees identified below.
- e. "Premises" means the land, the classrooms and all other parts of the Property leased by Lessor to Lessee and accessible to and available for use by the students, teachers, guests and other persons authorized by Lessee.

2. LEASED PROPERTY. Lessor hereby leases to Lessee and Lessee leases from Lessor, on the terms and conditions set forth herein, all portions of the Property depicted in Exhibit B, attached hereto and incorporated herein by reference (as amended from time to time, referred to herein as the "Premises"). Lessor and Lessee may amend Exhibit C at any time by the mutual agreement of the parties as indicated by the approval of representatives of Lessee and Lessor on a revised version of Exhibit C, which shall become effective as of its date.

3. TERM.

- a. Initial Term. Unless sooner terminated by Lessee, the initial term ("Initial Term") of this Lease shall be from July 1, 2020 to June 30, 2030.
- b. Extension Term. Lessee may request a six (6) month extension (the "Initial Term") of this Lease to December 31, 2030, by giving notice to Lessor no later than sixty (60) days prior to the termination of the Initial Term. Lessee may request up to two (2) additional extensions by giving notice to Lessor no less than 30 days prior to the expiration of the then current term (each, an "Extension Term"). Lessor agrees to consider Lessee's request for an Extension Term in good faith. Exhibit C may be amended, as needed, to reflect the classrooms and any other space being made available to Lessee during any Extension Term.
- c. Early Termination. This Lease may be terminated prior to the expiration hereof, with or without cause, by Lessee upon the giving of one (1) year notice to Lessor. In the event of early termination of this Lease, Lessee shall remit a penalty amount equal to twenty five percent (25%) of one-year lease to the Lessor no later than thirty (30) days after Lessee has vacated the Premises. The amount shall be based upon the calculation for the fiscal year following the notice of termination.

4. RENT. Rent for the first year (2020-21) shall be One Dollar and 84/100 (\$1.84) per sq. ft. per month for 9,228 sq. ft. equaling Two Hundred Three Thousand Seven Hundred Fifty Four and 24/100 (\$203,754.24) Dollars. To secure this rate for the first year, Lessee will provide a non-refundable good faith payment of Two Hundred Thousand (\$200,000) Dollars by December 15, 2020.

Initial Rent shall be paid in two equal installments as follows:

- The first installment of 50% of the Initial Rent shall be paid by Lessee to Lessor no later than July 15 of each year.
- The second installment of 50% of the Initial Rent shall be paid by Lessee to Lessor no later than ninety (90) days after July 1 of each year.

For each remaining year of the Initial Term, the per sq ft amount shall increase at an amount equal to the California State cost of living adjustment (COLA) or two percent (2%), whichever is greater.

USE: QUIET ENJOYMENT. Throughout the term of this Lease, Lessee may only use the Premises for education related purposes. Lessor warrants that Lessee shall have the quiet enjoyment of the Premises for the purposes contemplated hereunder during the Initial Term and any Extension Term; provided that Lessor shall not default in the payment of rent or any other sums required to be paid by Lessee hereunder.

5. MISCELLANEOUS PROVISIONS CONCERNING THE PREMISES.

- a. Child Nutrition. Student nutrition services shall be provided to the Lessee by the Lessor per the attached Exhibit D "Child Nutrition Agreement". This agreement is subject to review and revision by both parties annually, on or before May 31 or upon change in presiding policy.
- b. Safety and Emergency Planning. Lessor shall maintain an annually updated Emergency Management plan for the WV campus. It is the responsibility of the Lessee and Friendship School Director to review and add pertinent information for occupant safety. Lessor will maintain adequate emergency evacuation routes and testing of building equipment. Lessee must adhere to all safety policies, procedures, and laws at all times, including routine drills.
- c. Utilities. The Lessor shall pay the gas, water, sewer, electric, trash and all other utilities for the Property. Lessee shall be responsible for a portion of the gas and electric utilities. Lessee shall pay Lessor a pro-rated amount calculated on the basis of the square footage occupied by Lessee during the period covered by the utility bill; provided that, prior to calculating the Lessee's share. Lessor shall have deducted from the bill costs associated with large users such as gyms, cafeteria and laboratory buildings thereby using only equal use buildings as the base users to calculate Lessee's pro-rata share. Lessee shall also be responsible for the cost of any special refuse or other services ordered by the Lessee in connection with the Property.
- d. Equipment and Furnishing. Lessee will provide furnishings for the classrooms, as available. Lessee shall be responsible for providing any other equipment and furnishings needed by Lessee including phones and data/technology connections and hardware, for its quiet enjoyment of the Premises. Any furniture and/or equipment provided by Lessee shall be removed by Lessee prior to termination of this Lease.
- e. Premises in compliance with law; Lead Based Paint. Lessor warrants that the Premises has been evaluated for lead hazards as required by state law, and that any and all facilities made available to Lessee shall be in compliance with all applicable federal, state and local laws; provided that, if the Premises are not in compliance, Lessee may, with permission of Lessor, make any necessary repairs and obtain any necessary permits or certificates at Lessor's sole cost and expense. If the Initial

Rent and/or Extension Rent are insufficient to cover such costs expenses, Lessor shall reimburse Lessee for such costs and expenses upon request.

- f. Maintenance & Repairs. Lessee shall be solely responsible for routine maintenance and routine repair of any damages caused by its students, personnel, guests or invitees to the Premises; provided that, if Lessor determines that it is obligated, under its labor agreements. Lessor will provide custodial services to the Premises, Lessee and Lessor shall prepare, in writing, a custodial services schedule to be reviewed and approved by Lessee. Routine wear and tear of the Premises shall be acceptable to Lessor.
6. ALTERATIONS. Lessor and Lessee agree that, at the very least, the temporary and permanent improvements described below and those set forth in Exhibit C, attached hereto and incorporated herein by reference, have been implemented. Improvements may be amended by the parties from time to time to reflect additional alterations or improvements to be constructed by Lessee.

- a. Temporary Improvements. Lessee may construct or erect in the Premises at its sole cost and expense any temporary improvements it requires; provided that Lessee shall obtain the consent of Lessor, which consent shall not be unreasonably withheld. At the end of the Initial Term, or any Extension Terms, whichever is later, Lessee shall remove any temporary improvements including but not limited to temporary classrooms, fences, gates and sidewalks. Lessee will return the Premises to their original condition on the date the Premises were occupied by Lessee, provided that certain temporary improvements may remain in place pursuant to the mutual agreement of the parties.

The parties agree that fences and gates are not required at WV to separate Lessee's students from Lessor's students. Both Lessee and Lessor shall comply with the applicable provisions of the Education Code, and any other applicable provision of law, concerning such separation.

- b. Permanent Improvements. Lessee may construct, at Lessor's sole cost and expense, any Permanent Improvement agreed upon by the parties. In addition, should Lessor fail to repair any condition that presents a danger or a health hazard to Lessee's students or staff within a reasonable time after notice of the condition is given by Lessee to Lessor, Lessee may repair the condition at Lessor's expense.

7. CONDITION UPON POSSESSION: Lessee has inspected the Premises, and any furnishings and equipment provided by Lessor, hereto and incorporated herein by reference, and has found them to be satisfactory. All plumbing, heating, and electrical systems are operative and deemed satisfactory and all interior walls have been painted. Lessee and Lessor have made photographic records of the condition of the Premises on **July 1, 2019**. At the end of the Initial Term and any Extension Terms, Lessee will make reasonable efforts to return the Premises to substantially the condition reflected in said photographic record; except that reasonable wear and tear will be acceptable to Lessor and Lessee shall not be obligated to remove any improvements which Lessor requested or which Lessor and Lessee agree should remain on the Premises.

8. ENTRY. Upon reasonable notice during normal hours of operation, Lessee shall make the Premises available to Lessor's authorized agents or representatives for inspection or any agreed upon maintenance or repairs.

9. MECHANIC'S LIENS. Lessee shall maintain the Premises free from any lien arising out of any work performed on the Premises, for material and labor furnished to the Premises, or for any obligation incurred by Lessee.

10. LIABILITY INSURANCE. Lessee shall procure, and maintain in full force and effect during all terms of this Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operations and use of the Premises.

11. MUTUAL INDEMNIFICATION. Lessee agrees to indemnify, defend and hold harmless Lessor and its directors, officers, employees and agents, from and against any and all claims, losses, liabilities, damages, actions, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims"), arising out of (a) the acts or omissions of Lessee, its agents, employees, representatives, contractors, guests and invitees in or about the Premises on or after the Occupancy Date and until the date of termination of this Lease or (b) the conduct of business by Lessee at the Premises on or after the Occupancy Date and until the date of termination of this Lease; provided, that the foregoing obligation of indemnity will not apply to the extent any Claim is due to the negligence or willful acts or omissions of Lessor, its directors, officers, employees or agents.

Lessor agrees to indemnify, defend and hold harmless Lessee and its directors, officers, employees and agents, from and against any and all claims, losses, liabilities, damages, actions, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims"), arising out of (a) the acts or omissions of Lessor, its agents, employees, representatives, contractors, guests and invitees in or about the Premises or (b) the conduct of business by Lessor at the Premises or the Property; provided, that the foregoing obligation of indemnity will not apply to the extent any Claim is due to the negligence or willful acts or omissions of Lessee, its directors, officers, employees or agents.

The provisions of this Section survive the expiration or earlier termination of this Lease.

12. HAZARD INSURANCE. Lessor will keep the entire Premises insured against fire and any other casualty damage protection required by law to be maintained on the Property. This coverage is not to preclude the Lessee from maintaining liability insurance as required under this Lease. All goods and chattels placed or stored in or about the Premises by Lessee are at the risk of the Lessee.

13. DAMAGE OR DESTRUCTION TO THE PREMISES.

- a. Restoration of Premises. If the Premises are damaged by fire, earthquake or other casualty, Lessee shall give immediate written notice thereof to Lessor. If Lessor estimates that the damage can be repaired in accordance with the then established laws, rules, regulations and any applicable governmental requirements within seven (7) days after Lessor is notified by Lessee of such damage, then Lessor shall proceed with reasonable diligence to restore the Premises to substantially the

condition which existed prior to the damage and this Lease shall not terminate. If, in Lessor's estimation, the damage cannot be repaired within such seven (7) day period, Lessor may elect in its discretion to either: (a) terminate this Lease by giving Lessee three (3) days notice, or a shorter or longer period as agreed by the parties, or (b) restore the Premises to substantially the condition which existed prior to the damage and this Lease will continue; provided that Lessee shall be able to continue using the Premises for all purposes intended under this Lease. If Lessor restores the Premises under this paragraph, Lessor shall not be required to repair or restore any improvements or Alterations constructed by Lessee, whether permanent or temporary, or any or all furniture, fixtures, equipment, inventory, improvements or other property that was in or about the Premises at the time of the damage and was not owned by Lessor. Initial Rent, Extension Rent and any other sum due under this Lease during any reconstruction period shall be abated and pro-rated to the extent that Lessee loses the use of any classroom space.

If Lessee, at its sole discretion determines that the damage is of such nature that Lessee can no longer use the Premises, or part thereof, for its purposes, Lessee may give Lessor Twenty-Four (24) hour notice that Lessee wishes to vacate all or a portion of the Premises and to terminate or amend this Lease, as applicable. Lessor and Lessee shall agree on the amount of rent to be pro-rated in such circumstances and taking into account the added cost to Lessee in making alternate arrangements. Lessee agrees to look to the provider of Lessee's insurance for coverage for compensation for damages to property incurred by Lessee during the fire and any reconstruction period. Lessee shall have no obligation to restore or repair any improvements so damaged, whether the improvements were existing on the Occupancy Date or thereafter constructed. Lessee also shall not have any obligation to restore, repair or pay Lessor or any other party for any furniture, fixtures, equipment, inventory, improvements or other property that was in or about the Premises at the time of the damage.

- b. Damage in Excess of Fifty Percent. If the buildings and other improvements are damaged by fire, earthquake or other casualty and more than fifty percent (50%) of classroom, office and other space is rendered untenable, Lessee may in its absolute discretion and without limiting any other options available to Lessee under this Lease or otherwise, elect to terminate this Lease by notice in writing to Lessor within five (5) days after the occurrence of such damage. Such notice shall be effective immediately upon receipt by Lessor unless a later date is set forth in Lessee's notice.

14. DEFAULT AND BREACH. The following constitute "Defaults" under this Lease:

- a. By Lessee: (i) vacation or abandonment of the Premises; (ii) failure to make Rent or any other payments required hereunder when due and, provided that such failure continues uncured for a period of thirty (30) days from the giving by Lessor of written notice of such failure; (iii) failure by Lessee to comply with any other covenant or condition of this Lease, when such failure continues for a period of sixty (60) days from the date of notice by Lessor.

- b. By Lessor: (i) failure to pay or refund to Lessee any sums required to be paid or refunded to Lessee hereunder, provided that such failure continues uncured for a period of thirty (30) days from the giving of notice by Lessee; (ii) failure by Lessor to comply with any covenant or condition of this Lease, when such failure continues for a period of sixty (60) days from the date of notice by Lessee.
- c. No other "Default" or breach of any covenant or condition on the part of either party shall exist unless and until the other party shall serve upon the defaulting or breaching party a written notice, specifying with particularity wherein it is claimed the defaulting or breaching party has failed or neglected to perform or observe any covenant or condition on its part and granting a time not less than ten (10) days from the date of the notice for the cure of any such default or breach.

15. WAIVER. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms, or conditions of this Lease shall not constitute or be deemed a waiver of any subsequent or other default or breach.

16. ACQUIESCENCE. No acquiescence, failure, or neglect of either party hereto to insist on strict performance of any or all of the terms herein in one instance shall be considered to constitute a waiver of the right to insist upon strict performance of the terms hereof in any subsequent instance.

17. SUCCESSORS IN INTEREST. The covenant terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto and all of the parties shall be jointly and severally liable hereunder.

18. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto and no obligation other than those set forth herein and in the attached Exhibits, as any exhibit is amended from time to time with the consent of the parties, which consent shall be evidenced by signature or initials of an authorized representative placed on said amended exhibit by his or her hand, will be recognized.

19. MODIFICATION/AMENDMENTS TO THIS LEASE. This Lease may be amended, terminated, or extended in writing by the mutual consent of the parties. Any amendment, alteration, modification or waiver will be for such period and subject to such conditions as are specified in the written instrument affecting the same. Any waiver will be effective only in the specific instance and for the specific purpose for which given.

20. NOTICES. All notices required or permitted to be given under this Lease shall be in writing and shall be personally delivered, or sent by telecopier or U. S. Mail, postage prepaid, addressed as follows:

To LESSOR: South Bay Union School District
Attn: Janea Marking, Assistant Superintendent Business Services
601 Elm Avenue
Imperial Beach, CA 91932-2098
Phone: (619) 628-1679
Fax: (619) 628-1678

To LESSEE: San Diego County Office of Education
Cara Schukoske, Executive Director of Special Education
Attn: Diana Lynn, Principal Friendship School
6401 Linda Vista Rd. Rm. 315
San Diego, CA 92111
Phone: (858) 292-3744
Fax: (858) 569-5394

Notice shall be deemed effective: (i) on the date personally delivered; or (ii) on the date transmitted by facsimile (if evidence of the transmission is kept with the notice).

21. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereunder is strictly that of "Lessor" and "Lessee". Nothing contained in this Lease is to be deemed or construed by the parties or by any third party to create the relationship of principal and agent between Lessor and Lessee or to create any partnership, joint venture or other joint enterprise between Lessor and Lessee.

22. APPLICABLE LAW; VENUE. This Lease is to be governed by and construed in accordance with the laws of the State of California. In construing this Lease, none of the parties to it is to have any term or provision construed against it solely by reason of its having drafted the same. Proper venue for the resolution of any dispute under this Lease shall be in the County of San Diego, California.

23. SEVERABILITY. In the event that any provision or provisions of this Lease are or are hereafter adjudged to be unenforceable or invalid for any reason, it is the specific intent of the parties that the remainder of the Lease shall continue in full force and effect.

24. COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

25. TOBACCO AND DRUG-FREE FACILITY. Tenants Premises are a tobacco-free facility. Use of tobacco (smoked or smokeless) or drugs is prohibited at all times on all areas of Tenant's property.

26. AHERA COMPLIANCE. Landlord agrees to allow the Tenant to acquire certification of the building by an EPA accredited asbestos inspector and to permit the Tenant to have a management plan developed and filed through the Tenant with the Office of Local Assistance. The cost of such inspection and filing will be at the sole expense of the Tenant.

The Landlord agrees to allow asbestos abatement and structural change project design management activities in accordance with the Federal Asbestos Hazard Emergency Response Act (AHERA) by the Tenant. If friable (easily crumbled) asbestos is found in the building, it must be cleaned and/or encapsulated to the Tenant's satisfaction, the cost/expense of asbestos abatement, if necessary, will be the sole responsibility of the Landlord. In the event Landlord chooses not to undertake asbestos abatement activities, then Tenant and/or Landlord shall have the right to terminate Lease by giving a three (3) day notice.

If for any reason asbestos-containing materials are involved in future work which could release asbestos fibers, the Tenant must be given notice at least 24 hours in advance to the Tenants designated employee **Diana Lynn** at **(619) 628-5645**. The Tenant reserves the right to monitor any such work, and if proper clearance sampling is not performed after such work is done, the Tenant will be entitled to cancel this Lease with a thirty (30) day notice.

27. NONFUNDING. Notwithstanding any of the foregoing provisions, if for any fiscal year of this Lease, the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Lease, the County Office will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Lease with thirty (30) day written notice.

28. TAX EXEMPTION: Landlord hereby affirms that the eligibility of the Premises for exemption from property tax pursuant to Article XIII, Section 3 (d) of the California Constitution was not taken into account in fixing the rental to be paid by the Tenant hereunder, and Landlord agrees neither to file a claim for such exemption nor to claim the benefit thereof by any other means. The parties mutually agree that property taxes on the Premises shall be paid in full by Landlord and that the Tenant shall thereafter apply to the County of San Diego, California for direct refund to the Tenant of taxes paid in the amount of said exemption, as provided by Section 202.2 of the California Revenue and Taxation Code. Landlord agrees to cooperate with Tenant and do all acts reasonably necessary and appropriate to secure and maintain the said exemption of the Premises.

29. AMERICANS WITH DISABILITIES ACT COMPLIANCE: Landlord warrants and represents to Tenant that the Premises and all common areas of the building in which the Premises are located are in full compliance with the Americans With Disabilities Act of 1990 (ADA) and parallel California State statutes and regulations (California law). Previous to the execution of this Lease, Tenant will have the right, at Tenant's sole cost, to conduct an audit of the Premises and common areas to assure compliance with ADA and California law requirements. If, through such audit or otherwise, it is determined that the Premises or common areas are not in full compliance with ADA and California law requirements, Landlord must, at Landlord's sole expense, remedy such noncompliance within ninety (90) days after execution of this Lease.

If Landlord fails to remediate the Premises and common areas with ninety (90) days, tenant shall have the right to terminate the Lease within ninety (90) days thereafter.

Landlord shall indemnify and hold harmless Tenant against any cost, loss, liability, expense, damage, injury, claim, demand, cause of action, or proceeding (whether civil, criminal, administrative or investigative), arising out of or in connection with compliance of the Premises or the common areas with ADA and California law requirements, including attorneys' fees, expert fees, court costs, judgments, fines, amounts paid in settlements, and costs in complying with any judgment. (Rev. 10/02)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on this 1st day of July, 2020.

LESSOR:

SOUTH BAY UNION SCHOOL DISTRICT

By: _____

Janea Marking

Its: Assistant Superintendent Business Services

Date: _____

LESSEE:

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By: _____

Michael Simonson

Its: Assistant Superintendent of Business

Date: _____

EXHIBIT A

ASSESSOR PARCEL NUMBER, LEGAL DESCRIPTION AND GENERAL DESCRIPTION
Westview Elementary School

Assessor Parcel Number: 7601075900

Common Address: Westview Elementary School is located at an address commonly known as 525 Third Street, Imperial Beach, California 91932.

Legal Description: A legal description is not available at this time.

EXHIBIT B

TO LEASE AGREEMENT
DEPICTION OF THE PREMISES

See attached.

EXHIBIT C

TO LEASE AGREEMENT DESCRIPTION OF IMPROVEMENTS AT THE PREMISES

1. Westview Elementary School

a. Permanent Improvements:

- Roof
- Interior / Exterior Paint
- ADA Path of Travel
- Drinking Fountains
- Replace Carpet with Laminate Flooring
- Locate Gate with Buzzer Near Office Location
- ADA Cabinets & Hot Water in each Classroom
- Bus Drop-off Area
- Beautify Courtyards / Planters
- Classroom Door Hardware and Window Shades
- Washer/Dryer Access
- Sanitize/Deep Clean Restroom Terrazzo

Exhibit D
“Child Nutrition Agreement”

Menus:

- SBUSD will plan menus for Friendship School based upon food request and information provided by the Friendship Director.
- Menus for elementary and high school grades will be identical with the exception of serving size; the older students will receive larger portions and, in some cases, additional items to meet the calorie requirement.
- SBUSD will incorporate hot entrée items into the lunch menu. The breakfast menu will be a cold breakfast menu.

Food Preparation:

- Friendship School’s food will be prepared at Imperial Beach Charter School’s kitchen.
- Friendship School must communicate through an agreed upon form of communication how many elementary and high school student breakfast and lunch meals they will need on a daily basis.
- Food items will continue to come in bulk packaging, i.e. a pan of macaroni and cheese, unless the item is individually packaged as part of the manufacturing i.e. applesauce cups, fruit cups.
- SBUSD Child Nutrition will provide all transport equipment, serving utensils, serving ware, food containers, sporks, napkins, etc.

Transport:

- Temperatures for all products will be taken prior to the food leaving the kitchen.
- All products that require covering will be wrapped with food grade wrap i.e. foil, film.
- All products will be loaded into transport carts and onto delivery trucks.
- A district delivery driver will deliver the current day’s lunch meal and the next day’s breakfast meal at an agreed upon time, preferably closest to meal service time.

Receiving:

- Two transport carts will be dedicated to the Friendship School.
- Upon receipt of the food, the Friendship School staff must check that all food items are received.
- Upon receipt of the food, the Friendship School staff must document the temperatures of the food items.
- If any food items are missing or the temperatures of the food items are not at the correct temperature, a phone call to Imperial Beach Charter School must be made immediately so corrections can be made.
- Delivery location to be determined between Friendship School and SBUSD Child Nutrition.
- At the time of delivery, the district driver will pick up the transport cart and production records from the previous day.

Meal Counting:

- Utilizing an agreed upon method of communication, Friendship school must report which students ate meals to Imperial Beach Charter school every serving day.
- Friendship staff must complete the production record. The document is an auditable record and must include a record of food items received, consumed and left over each day. Time and temperatures are also recorded on this document.
- Child Nutrition staff will record the meals for the students that participated in breakfast and lunch on the POS system at Imperial Beach Charter School.
- If a student owes money for meals, an arrangement and a process to collect payment will be established.

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Board of Trustees
FROM: Katie McNamara, Ed.D., District Superintendent
SUBJECT: Amendments to Employment Agreements

BACKGROUND INFORMATION

The employment agreements with the Deputy Superintendent and Assistant Superintendents have been modified by the Board in the past to incorporate changes in term, work days, and health benefits among others.

CURRENT CONSIDERATIONS

The Employment Agreements (Exhibits) have been updated to reflect a change to section 1 (Term) only.

IMPACT ON STUDENT ACHIEVEMENT

Each member of South Bay's Executive Team is passionately committed to the District's mission, the Board goals, and the highest possible measures of academic achievement working to lead efforts in excellence, interdependence, and respect and dignity for all.

FINANCIAL IMPLICATIONS

There are no financial implications related to this item.

SUPERINTENDENT'S RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the Amendments to the Employment Agreements with the Deputy Superintendent and Assistant Superintendents.

ATTACHMENTS:

Description	Upload Date	Type
Marking	9/30/2019	Exhibit
Phifer	9/30/2019	Exhibit
Wagner	9/30/2019	Exhibit

AMENDMENTS TO EMPLOYMENT AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF
THE SOUTH BAY UNION SCHOOL DISTRICT
AND
JANEA MARKING, ASSISTANT SUPERINTENDENT
OCTOBER 10, 2019

This Amendment to Agreement is entered into between the Board of Trustees (hereinafter referred to as the "Board") of the South Bay Union School District (hereinafter referred to as "District") and Janea Marking (hereinafter referred to as "Assistant Superintendent").

Section 1 TERM

A new term of Agreement for the Assistant Superintendent shall be from November 1, 2019 until November 1, 2023 and shall be subject to the terms and conditions hereinafter set forth. The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, excluding vacations, holidays, sick leave, and approved leaves.

IN WITNESS WHEREOF, the parties have entered into these Amendments to Agreement on the date hereinafter set forth.

BOARD OF TRUSTEES OF THE
SOUTH BAY UNION SCHOOL
DISTRICT

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

Acceptance

I hereby accept these Amendments to Employment Agreement and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Assistant Superintendent of South Bay Union School District.

Dated: October 10, 2019

By: _____
Janea Marking

These Amendments were approved in open session by the Board of Trustees of the South Bay Union School District at a regular public meeting duly scheduled and held on October 10, 2019, at Imperial Beach, California.

Attest: _____
Mary Doyle, Clerk of the Board

AMENDMENTS TO EMPLOYMENT AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF
THE SOUTH BAY UNION SCHOOL DISTRICT
AND
KIMBERLY PHIFER, ASSISTANT SUPERINTENDENT
OCTOBER 10, 2019

This Amendment to Agreement is entered into between the Board of Trustees (hereinafter referred to as the "Board") of the South Bay Union School District (hereinafter referred to as "District") and Kimberly Phifer (hereinafter referred to as "Assistant Superintendent").

Section 1 TERM

A new term of Agreement for the Assistant Superintendent shall be from November 1, 2019 until November 1, 2023 and shall be subject to the terms and conditions hereinafter set forth. The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, excluding vacations, holidays, sick leave, and approved leaves.

IN WITNESS WHEREOF, the parties have entered into these Amendments to Agreement on the date hereinafter set forth.

BOARD OF TRUSTEES OF THE
SOUTH BAY UNION SCHOOL
DISTRICT

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

Acceptance

I hereby accept these Amendments to Employment Agreement and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Assistant Superintendent of South Bay Union School District.

Dated: October 10, 2019

By: _____
Kimberly Phifer

These Amendments were approved in open session by the Board of Trustees of the South Bay Union School District at a regular public meeting duly scheduled and held on October 10, 2019, at Imperial Beach, California.

Attest: _____
Mary Doyle, Clerk of the Board

AMENDMENTS TO EMPLOYMENT AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF
THE SOUTH BAY UNION SCHOOL DISTRICT
AND
CINDY WAGNER, DEPUTY SUPERINTENDENT
OCTOBER 10, 2019

This Amendment to Agreement is entered into between the Board of Trustees (hereinafter referred to as the "Board") of the South Bay Union School District (hereinafter referred to as "District") and Cindy Wagner (hereinafter referred to as "Deputy Superintendent").

Section 1 TERM

A new term of Agreement for the Deputy Superintendent shall be from November 1, 2019 until November 1, 2023 and shall be subject to the terms and conditions hereinafter set forth. The Deputy Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, excluding vacations, holidays, sick leave, and approved leaves.

IN WITNESS WHEREOF, the parties have entered into these Amendments to Agreement on the date hereinafter set forth.

BOARD OF TRUSTEES OF THE
SOUTH BAY UNION SCHOOL
DISTRICT

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

By: _____
Date: October 10, 2019

Acceptance

I hereby accept these Amendments to Employment Agreement and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Deputy Superintendent of South Bay Union School District.

Dated: October 10, 2019

By: _____
Cindy Wagner

These Amendments were approved in open session by the Board of Trustees of the South Bay Union School District at a regular public meeting duly scheduled and held on October 10, 2019, at Imperial Beach, California.

Attest: _____
Mary Doyle, Clerk of the Board

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

ATTACHMENTS:

Description	Upload Date	Type
Regular Meeting	9/30/2019	Exhibit

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

MINUTES of the REGULAR
BOARD MEETING of SEPTEMBER 12, 2019

1. PRELIMINARY – REGULAR BOARD MEETING

- CALL TO ORDER: By President Quinones at 6:00 PM in Burress Auditorium at 601 Elm Avenue, Imperial Beach, California.
- ROLL CALL: Present: Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones. Superintendent Katie McNamara and others present: (See Exhibit).
- PLEDGE OF ALLEGIANCE: Imperial Beach Charter School student Aiden Brough and Pence School student Sophie Gonzalez led the Pledge of Allegiance.

2. SCHOOL REPORTS

- Principal Melissa Griffith presented information on the educational experience at Imperial Beach Charter School, including achievement data, partnerships, and goals for the 2019-2020 year.
- Principal Susy Chavez presented information on the educational experience at Pence School, including achievement data, parent and community engagement, partnerships, and the focus for the school year.

3. REPORT OF ACTION TAKEN IN CLOSED SESSION

Trustee Doyle reported the following action taken in Closed Session:

Motion by Trustee Elliott-Sanders, **Second** by Trustee Barrios to reassign/demote employee 7443 a classified management employee serving as Maintenance & Custodial Supervisor to Senior Maintenance Tradesperson. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones; Noes-None; Abstain-None; Absent-None. **Motion carried.**

4. CHANGES TO THE AGENDA

None.

5. APPROVAL OF MEETING AGENDA

Motion by Trustee Barrios, **Second** by Trustee Elliott-Sanders to approve the September 12, 2019 Board Meeting agenda as posted. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones; Noes-None; Abstain-None; Absent-None. **Motion carried.**

6. COMMUNICATIONS TO THE BOARD OF TRUSTEES

- Assistant Superintendent Janea Marking described the current construction and modernization projects at VIP Village Preschool and Central School.
- PTA Council President Susan Connors discussed the Reflections program and the ongoing development of a PTA Handbook.

- CSEA, Chapter 59, President Martha Rodriguez discussed the recent Chapter meeting and thanked Superintendent McNamara and the Board for their attendance. She described the Memorandums of Understanding that were recently ratified by the Chapter membership. She supported the work of the Community Volunteer Coordinators and Early Childhood Instructional Liaison. She described the use of the CSEA Professional Development grant funds.
- SWTA President Vanessa Barrera voiced concerns related to student behavior.
- Superintendent Katie McNamara described several recent events, including the Board's visit to Central School, the South County Collaborative School Boards Meeting, the Student of the Month recognition at the Kiwanis Club meeting, and the Salute to Teachers celebration. She announced the launch of the South Bay Spotlight and recognized the Technology and Learning & Innovation Departments for their work on this project. She also discussed the importance of setting goals and staying focused on work that supports those goals. She shared best wishes for Fall Break.

7. PUBLIC COMMENTS ON NON-AGENDA ITEMS

- Griselda Delgado, a Trustee from Southwestern College, announced openings on the Sweetwater Union High School District DELAC. She discussed annual CAFE events and thanked Superintendent McNamara for her ongoing support of this organization.

8. DISCUSSION/ACTION ITEMS

- Resolution 19-034
Assistant Superintendent Kim Phifer presented the Resolution. Deputy Superintendent Cindy Wagner presented information on the changes to Title I funding and the requirement for these monies to be spent on evidence-based practices. Assistant Superintendent Janea Marking discussed the Preschool budget, their declining enrollment, and the need for additional District contributions. Assistant Superintendent Kim Phifer requested adoption of the Resolution.
- Employee Candace Reese discussed her work at VIP Village Preschool. She encouraged a review of the site's budget to make cuts more equitable.
- CSEA Representative Joni Collins discussed the classified eliminations and reductions on the agenda. She described the contributions of CSEA employees and the impacts of staffing changes on students and families. She restated Education Code regarding the transferring of work.

Motion by Trustee Elliott-Sanders, **Second** by Trustee Barrios to adopt Resolution 19-034 regarding the elimination of classified position: Early Childhood Instructional Liaison, and direction to notify affected employee of elimination of the classified position. **Vote on Motion:** Ayes-Trustees Barrios, Elliott-Sanders, and Quinones; Noes-Trustee Amaral and Doyle; Abstain-None; Absent-None. **Motion Carried.**

A recess was called at 7:55 PM. The meeting was reconvened at 8:00 PM.

- Amended School Plans for Student Achievement
Deputy Superintendent Cindy Wagner presented the amended School Plans for Student Achievement for Nicoloff and Sunnyslope Schools and requested approval.

Motion by Trustee Elliott-Sanders, **Second** by Trustee Amaral to approve the amended School Plans for Student Achievement for Nicoloff and Sunnyslope Schools. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones; Noes-None; Abstain-None; Absent-None. **Motion Carried.**

- Resolution 19-040
Assistant Superintendent Kim Phifer presented Resolution 19-040 and requested adoption.

Motion by Trustee Amaral, **Second** by Trustee Barrios to adopt Resolution 19-040 regarding the reduction of classified position: Community Volunteer Coordinator; and direction to notify affected employees of reduction of the classified position. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones; Noes-None; Abstain-None; Absent-None. **Motion Carried.**

- Title III English Learner Progress Update and ELPAC Data
Director Rigo Lara and Coordinator Lisa Celaya presented information on English Learner progress and English Language Proficiency Assessments for California data, including the assessment process, achievement data, and reclassification statistics.
- Language Acquisition Programs
Deputy Superintendent Cindy Wagner and Coordinator Lisa Celaya presented information on the District's Language Acquisition Programs, including the English Language Learner Master Plan and an overview of the District's instructional programs for English Learners.
- Resolution 19-037
Director Pamela Reichert-Montiel requested conduct of a Public Hearing and adoption of Resolution 19-037 regarding Sufficiency of Instructional Materials.

Public hearing called to order at 9:02 PM. There being no public comment, the public hearing was adjourned at 9:03 PM.

Motion by Trustee Amaral, **Second** by Trustee Barrios to adopt Resolution 19-037 regarding Sufficiency of Instructional Materials. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones; Noes-None; Abstain-None; Absent-None. **Motion Carried.**

- Governance Documents - First and Final Reading
Superintendent Katie McNamara presented the Governance Documents and requested approval for First and Final Reading.

Motion by Trustee Elliott-Sanders, **Second** by Trustee Doyle to approve the Governance Documents for First and Final Reading. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones; Noes-None; Abstain-None; Absent-None. **Motion Carried.**

- 2018-2019 Annual Statement of Unaudited Actuals
Director Bradley Wilkinson presented the Annual Statement of Unaudited Actuals, including information on the budget process, projections, the General Fund, budget contributions, fund balances, and a forecast for the years ahead. He requested approval of the Annual Statement of Unaudited Actuals.

Motion by Trustee Amaral, **Second** by Trustee Barrios to approve the Annual Statement of Unaudited Actuals. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones; Noes-None; Abstain-None; Absent-None. **Motion Carried.**

9. CONSENT CALENDAR

Motion by Trustee Elliott-Sanders, **Second** by Trustee Barrios to approve/ratify/accept/adopt all items on the Consent Calendar as posted and listed below. **Vote on Motion:** Ayes-Trustees Amaral, Barrios, Doyle, Elliott-Sanders, and Quinones; Noes-None; Absent-None. **Motion Carried.**

- Minutes of the Regular and Special Board Meetings on August 22, 2019.
- Purchase of technology for TK-2 students utilizing piggyback bid P-13 18/19 for Apple Computer products, services, and related items from the Glendale School District.
- School district warrants and checks as listed.
- Annual Developer Fee Report.
- Purchase Orders listed on Purchase Order Report 3.
- Completion of the HVAC installation at Imperial Beach Charter School and the Education Center.
- Resolution 19-038, establishing the Appropriations Limitation for 2018-19 and the Estimated Appropriations Limitation for 2019-20.
- Certificated and Classified Activity Lists.

10. COMMUNICATION FROM THE BOARD OF TRUSTEES

- Trustee Barrios thanked all the attendees and voiced his support for site staff.
- Trustee Elliott-Sanders read an article about the best practices of successful Board Members.
- Trustee Doyle discussed the CSBA Masters in Governance program.
- Trustee Amaral voiced his appreciation for the differing perspectives of the Board Members. He discussed the CSBA Masters in Governance program.
- Trustee Quinones thanked the Executive Team for their work preparing for the Board Meeting. She discussed the Board's visit to Central and the South Bay Spotlight.

11. ADJOURNMENT

The Regular Board Meeting was adjourned at 9:25 PM.

SUBMITTED BY:

APPROVED BY:

Katie McNamara, District Superintendent/Date

Mary Doyle, Clerk/Date

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Cindy Wagner, Deputy Superintendent
SUBJECT: MOU with the San Diego County Office of Education

BACKGROUND INFORMATION

The CORE Data Collaborative provides educators a clearer picture of school progress and currently hosts data that encompasses more than two million students and six County Offices of Education in California. CORE has partnered with Stanford University, the Stuart Foundation, the Bechtel Foundation, the Hewlett Foundation, and the Gates Foundation. The CORE system includes all of our state measures to analyze growth, social emotional learning, climate surveys, and high school readiness measures. The model looks at student change and growth over time and allows districts to dialogue with other districts demonstrating promising practices.

CURRENT CONSIDERATIONS

Administration is seeking approval to enter into a Memorandum of Understanding (Exhibit) with the San Diego County Office of Education to share our student data, including state and local dashboard data, for a deeper analysis and to empower our schools to focus on school quality improvement systems. This CORE Data Collaborative will provide statistically significant predictors to set targets for schools in their School Plans for Student Achievement.

IMPACT ON STUDENT ACHIEVEMENT

As a district in Differentiated Assistance and with four schools identified as ATSI, it is critical to monitor and analyze holistic assessment data which is predictive in nature. Through participation in the CORE Data Collaborative, administrators, in collaboration with school leadership teams, can be more proactive in identifying needs and improvement practices to positively impact student achievement.

FINANCIAL IMPLICATIONS

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the MOU with the San Diego County Office of Education for the CORE Data Collaborative.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
MOU	9/30/2019	Exhibit

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
6401 Linda Vista Road
San Diego, California 92111**

MEMORANDUM OF UNDERSTANDING FOR DATA SHARING SERVICES

This Memorandum of Understanding (“MOU”) is entered into this **25th day of September through June 30th, 2022** by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (“SDCOE”)** and the **South Bay Union School District (“LEA,”** together with SDCOE, the “Parties”).

WHEREAS, SDCOE and LEA enter into this MOU to facilitate the mutual sharing of data and establish responsibilities between the Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; “FERPA”); California Education Code § 49073.1; the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; “SOPIPA”); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SDCOE and LEA with respect to data collected or retained by LEA or by SDCOE pursuant to this MOU.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Role of SDCOE

1.1 SDCOE shall provide services designed to assist LEA with certain requirements and mandates for managing or reporting on data collected by LEA, potentially including the integration of data between disparate systems, and staff and pupil records, which include any information that is directly related to a student that is maintained by LEA or acquired directly through the use of instructional software or applications assigned to a student by a teacher or other LEA employee (collectively, “Data”). Services rendered under this MOU shall be referred to as “Core Services” and be identified in Exhibit A hereto.

The LEA may request in writing to opt into participation in one or more core services outlined in Exhibit A. SDCOE reserves the right to accept or deny such request for services. Once this decision is made, SDCOE shall provide a written response to the LEA either accepting or denying the request within 10 working days of receipt of the request to add services.

2. Responsibilities of SDCOE

SDCOE will provide any services it delivers in a timely and professional manner.

2.1 SDCOE will ensure any systems it develops with such Data to serve the needs of LEA or public agencies will have appropriate levels of security, as further detailed in Section 11 (Data Security) of this MOU.

2.2 SDCOE shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by LEA and SDCOE.

2.3 Should it be deemed necessary, SDCOE will specify and assist in allowing network access to resources, in a controlled and secure manner.

3. LEA Rights and Responsibilities

LEA shall provide system linkages or necessary Data extracts or permission access from LEA's student information or other systems on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.

3.1 Data extracts will be provided through secure electronic transmission by LEA to SDCOE.

3.2 LEA will be responsible for providing the data needed to integrate LEA's Data into SDCOE's data repositories as needed to perform the required tasks.

3.3 Data provided by LEA shall include Data relevant to the purpose of this MOU or specific system requirements.

3.4 LEA shall be responsible for determining which of their staff has access to system, communicating to SDCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining LEA's main and sub-accounts, and communicating the names of individuals for whom access should be removed due to change of position or separation from the LEA.

3.5 LEA shall designate those individuals who can: (a) transmit Data to SDCOE; (b) request release of Data to LEA or third parties; or (c) request extracts or analysis of LEA's Data.

4. Third-Party Agencies

Third parties may include but are not limited to public agencies the Parties desire to collaborate with, public agencies the Parties are required to share Data with, and/or any third-party vendor of either Party. Permission for SDCOE to share Data with a third party must be first granted by LEA in writing.

5. Amendments to MOU

The MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings by SDCOE and LEA.

6. Applicable Law

6.1 Data sharing under this MOU will from time to time include SDCOE collecting and maintaining educational, personnel, medical and financial records that contain personally identifiable information (PII) on students or staff of LEA. SDCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SDCOE and LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code § 49073 et seq., FERPA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), SOPIPA, and other state and federal/European Union laws and regulations regarding educational, personnel, medical and financial records.

6.2 The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SDCOE and LEA additionally agree that aggregated (non-individually identifiable) and non-aggregated PII Data may be reported upon or shared as allowable by law.

6.3 SDCOE and LEA shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended. The foregoing notwithstanding, SDCOE and LEA agree that LEA shall be responsible for providing notices to parents required under FERPA, obtaining necessary parental consent required under FERPA, and for providing parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of Data shared with SDCOE pursuant to this MOU.

7. Ownership of Data

SDCOE and LEA agree that LEA will continue to maintain ownership of and control over its source Data. SDCOE agrees that it will not alter LEA's source Data without explicit authorization from LEA, and is not responsible for any errors therein. SDCOE shall not be responsible for the type or quality of the Data provided by LEA, and SDCOE makes no warranty as to the Data itself. LEA understands that though SDCOE may notify it of issues it discovers with the source Data, LEA is responsible for any corrections required to its own Data or will authorize SDCOE to make any limited explicit changes. LEA acknowledges that accurate reports rely upon accurate source Data being maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

8. Prohibited Use of Data

Except as otherwise permitted by the terms of this MOU, SDCOE shall not use the Data supplied to it in an unauthorized manner. Specifically, SDCOE shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

9. Student and Parent Access to Data

SDCOE shall work with LEA to provide a means by which employees, when authorized by LEA, can search and access student Data through reasonable procedures for LEA to respond to a parent, legal guardian, or eligible student who seeks to review PII in the pupil's records and to correct erroneous information. The foregoing notwithstanding, SDCOE shall cooperate with LEA to help ensure this record correction will be consistent with LEA's policies regarding record correction.

10. Third-Party Vendors

SDCOE will have contracts with third parties to help SDCOE maintain the SDCOE data system ("SDCOE Contractors"). SDCOE may not distribute student or staff Data to any SDCOE Contractors without LEA's written consent or as permitted by this MOU, unless required by law. SDCOE shall ensure that approved subcontractors adhere to this MOU. SDCOE will help ensure that any subcontractor or sub-processor that it engages, to process, store, or access Data, has adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. SDCOE will require any third-party vendors and subcontractors to comply with any applicable state and federal laws and regulations regarding educational records and data privacy, including but not limited to: Education Code §§ 49073.1, 49076, and 49076.5; FERPA; HIPAA; and SOIPA.

11. Data Security

Both Parties agree to maintain appropriate security protocols in the transfer or transmission of Data, including ensuring Data may only be viewed or accessed by Parties legally allowed to do so. SDCOE shall maintain Data obtained or generated pursuant to this MOU in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to this MOU, except as requested by LEA. SDCOE shall provide security training to those of its employees who operate or have access to the system. SDCOE may also provide an initial security training to LEA. SDCOE shall provide LEA with contact information for the person at SDCOE who

LEA may contact if LEA has security concerns or questions. Where applicable, SDCOE will require unique account identifiers, user names, and passwords that must be entered each time a client or user signs in. A description of SDCOE's data security practices and procedures is attached to this MOU as Exhibit B.

12. Data Breach Notification

SDCOE shall maintain Information Security & Privacy Insurance with Electronic Media Liability policy with coverage limits of no less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate for the duration of this MOU. Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by SDCOE in connection to this MOU, as well as the unauthorized disclosure or use of (PII) that SDCOE may acquire from LEA ("Data Breach"). It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of LEA Data, and defense costs, fines, and penalties related to a Data Breach. Parties agree that the insurance requirements referred to herein shall apply to any third-party vendors hired by SDCOE that may obtain or maintain LEA Data, as well as the outside agencies referred to in Section 0 of this MOU. LEA reserves the right to request proof of insurance from SDCOE, third-party vendors, and outside agencies to confirm compliance with these insurance requirements. Upon becoming aware of any unlawful or unauthorized access to student or staff Data stored on equipment used by SDCOE or in facilities used by SDCOE, SDCOE will take the following measures:

12. Promptly file a claim with SDCOE's Information Security & Privacy Insurance with Electronic Media Liability policy provider.

12.2 Promptly notify LEA of the suspected or actual incident, including the type of Data subject to unauthorized access.

12.3 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

12.4 Assist LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

13. Outside Agencies

13.1 SDCOE may be required by subpoena or other lawfully issued order to divulge Data to law enforcement or another agency. When permitted by the requesting agency, SDCOE shall provide LEA with notice of the request and types of information requested. Both SDCOE and LEA have periodic needs to share Data, as legally allowed, with public agencies needing access to such Data to provide services to students. SDCOE and LEA understand that sharing Data for use in such systems streamlines the process of providing services to students. SDCOE agrees that no Data will be made accessible to any such agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended, provide specific conditions under which Data may be accessed by or shared with public agencies.

13.2 SDCOE may have periodic needs to share Data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with LEA and SDCOE or to perform relevant research studies. SDCOE shall notify LEA in writing of any Data sharing pursuant to this Section, as follows:

1. Describe the identity of the researchers/organizations to whom the Data will be transmitted

2. Provide contracts when requested, which shall include provisions binding the researcher/organization to the terms of this MOU
3. Describe the types of Data to be transmitted
4. Describe the manner in which the Data shall be de-identified or aggregated.

14. Independent Contractors

Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

15. Indemnification and Liability

Each Party agrees to indemnify the other against any and all liability, actions, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or in any way resulting from the indemnifying Party's own negligent or intentional acts, errors, or omissions in connection to the performance of the responsibilities of each Party, per this MOU. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this MOU. The Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this MOU or pursuant to law, excluding such release in connection to the negligence of either Party, or that of its officers, agents, or employees. If liability, damages, or any other claim relating to Data shared pursuant to this MOU is a result of a third party's act or omission, then the indemnification and defense that the third party contractually owes to SDCOE and/or LEA shall also be extended to the other Party to this MOU, to the maximum extent possible.

16. Severability

If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this MOU, and the remaining provisions shall remain in effect and enforceable.

17. Term

This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this MOU is part of an effort to standardize data sharing and management between SDCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate effective June 30, 2022.

18. Termination

Either Party may terminate this MOU upon ninety (90) days' written notice. Upon termination or expiration of this MOU, SDCOE shall work with LEA for the orderly cessation of extracts of student Data. Upon termination or expiration of this MOU, SDCOE shall return or delete personally identifiable student Data unless otherwise provided by law or mutual agreement of the Parties. SDCOE and LEA understand that SDCOE may have an ongoing need to reference the raw Data it acquired during the term of this MOU. In the event that such need arises, SDCOE shall, to the extent possible and subject to the mutual agreement of the LEA, only retain anonymized, aggregated Data that it obtained from LEA during the term of this MOU. However, SDCOE certifies

that such anonymized, aggregated Data shall be purged when the Data has exceeded its useful life and shall not be kept for more than seven (7) years unless otherwise legally required.

19. Dispute Resolution

In the event of a dispute between any Party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision- makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within ninety (90) days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the San Diego County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of San Diego, State of California.

**SAN DIEGO COUNTY OFFICE OF
EDUCATION**

SOUTH BAY UNION SCHOOL DISTRICT

By: _____
Name: Mr. Michael Simonson
Title: Chief Business Officer, Deputy
Superintendent
San Diego County Office of Education
Dated: _____

By: _____
Name: _____
Title: _____
Dated: _____

By: _____
Name: Dr. Terry Loftus
Title: Chief Technology Officer
Assistant Superintendent Integrated
Technology Services
Dated: _____

EXHIBIT A

SDCOE Core Services

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
<p>National Student Clearinghouse</p> <p>The LEA and SDCOE agree to collaborate in order to maximize student preparation for college and career during the K-12 experience. In order to accurately track the progress of San Diego county high school graduates' success in post-secondary education and to be able to adjust programs and services to maximize student success in such institutes, we have established a MOU regarding the use of StudentTracker, a tool developed by the National Student Clearinghouse.</p>	<p>Student Tracker</p> <p>The LEA upon participation submits accurate, updated data for each high school (periodically and as appropriate) to StudentTracker guidelines for submission to the National Student Clearinghouse.</p>	LLS/AAE	YES	NO	NO
<p>CORE Districts/ Education Analytics</p> <p>The CORE Districts and their analytic partner Education Analytics serves together to maximize the use of data to populate dashboards associated with the CORE Data Collaborative. At the request of SDCOE and under the Joinder agreement with CORE, Education Analytics may supply additional analytical support and data extracts to LEAs in support of their</p>	<p>Data Collaborative/Dashboard / Predictive Analytics</p>	LLS/AAE ITS/ITS	YES	NO	NO

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
analysis of student data trends and/or LEA participation in predictive analytics projects. Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.					
SDCOE LLS/MEGA SDCOE shall provide the MEGA dashboard to support the LEA in understanding and monitoring the progress of language learners. The MEGA Dashboard is a tool that utilizes business intelligence software, establishing a dynamic, multi-faceted assessment system to monitor the progress of language learners. This tool provides visualizations of both academic and linguistic data and assists districts. Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.	MEGA EL Dashboard · Provide data monitoring for students including English learners. · Monitor progress towards reclassification at the student level · Monitor the progress of reclassified students per CDE requirements · Provide LCAP metrics	ITS/ITS	YES	NO	NO
Ed-Fi/Digital Promise In coordination with third party services providers or grantors	SDCOE Data Interoperability	LLS/ITS/ Innovation	YES	NO	NO

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
<p>including the Ed-Fi Alliance and/or Digital Promise SDCOE shall provide the LEA metrics output from combined data sets, utilizing the Ed-Fi data structure to combine student information system data with one or more additional sources of data. The LEA shall provide any additional sources of data through either data submissions through secure transfer or via APIs to subscription software as services the LEA has contracted with.</p> <p>Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.</p>					

EXHIBIT B

SDCOE Data Security Practices and Procedures

Introduction: SDCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of January 1, 2019, the Program has identified the following areas to be part of the continual improvement of the SDCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
 - a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances
 - b. Continual improvement of Anti-virus/Malware software configuration, operation and security
 - c. Provide Anti-virus/Malware training and awareness
 - d. Practice in depth Anti-virus/Malware defense for server and end user computers
2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a **DRP**. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. SDCOE addresses these plans by:

 - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
 - b. Secure Executive Oversight and Support for the COOP
 - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.
3. Firewall Administration and Configuration
 - a. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
 - b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
 - c. Implement least privilege access
 - d. Documentation, content and sufficiency of firewall policies and procedures
 - e. Logical placement of firewalls
 - f. Restricted access to management interfaces
 - g. Continual evaluation of applied rule sets
 - h. Backup, recovery, and storage of configuration files
 - i. Firewall event log review and sufficient storage for retention policy
4. Network Systems and Database Vulnerability Scanning

Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.

5. Network Monitoring & Intrusion Detection
 - a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
 1. Attempted unauthorized logical and physical access;
 2. Access trends and deviations from those trends;
 3. Access to sensitive data and resources;
 4. Highly-sensitive privileged access, such as the ability to override security controls;
 5. Access modifications made by security personnel; and
 6. Unsuccessful attempts to logon to a system.
 - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
6. Patch Management
 - a. Regularly review and update systems, configuration, and applications for required systems
 - b. Sufficient testing of systems before and after patching
 - c. Maintain documentation of patch history of required systems
7. Physical Security

To prevent unauthorized personnel from gaining direct access to SDCOE facilities that house sensitive information, the following areas are under regular review and improvement process:

 - a. Documentation, content and sufficiency of physical security policies and procedures
 - b. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
 - c. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
 - d. Lock and Key control
 - e. Access control including identification systems in use and access points
 - f. Intrusion alarms
 - g. Fire detection, suppression and prevention
 - h. CCTV/digital imaging technologies
 - i. Power system and utility control points
 - j. Documentation, retired network storage, and refuse disposal
 - k. Mail Handling
 - l. Hard copy record storage
 - m. Network Operations Center
8. Server (Data Center Systems) Administration and Configuration

Continual improvement of the following areas:

 - a. Documentation of server implementations, policies, and procedures
 - b. Hardware, operating system, and application security
 - c. User account policy and rights assignments
 - d. Auditing policies, system changes, user rights, and access to sensitive data
 - e. Event and security log retention and regular review
 - f. Critical file and folder permissions
 - g. Remote access and security
9. Network Switch and Router Administration and Configuration

Continual improvement of the following areas:

 - a. Develop clear documentation, content and sufficiency of policies and procedures
 - b. Streamline installation, operation and security
 - c. Regular review of configuration

10. Workstation Administration and Configuration
Continual improvement of the following:
 - a. Documentation of workstation policies and procedures
 - b. Hardware security
 - c. Operating System installation, configuration and maintenance (patching)
 - d. User account policies and rights assignments
 - e. Event and security log settings and retention
 - f. Critical file and folder permissions
 - g. Remote access and security
11. Mobile Devices
Regularly examine SDCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both SDCOE owned devices and personal devices brought onto SDCOE's network.
12. Application Security Assessment and Mitigation
The primary objective is to assess how effectively and efficiently SDCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SDCOE's IT systems to accomplish and/or conceal an unauthorized diversion of SDCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
 - a. Database administration practices.
 - b. Production control practices.
13. Users Awareness Training
Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

EXHIBIT C – Data Use Agreement

AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN SCHOOL DISTRICT AND CORE DISTRICTS

This Data Use and Confidentiality Agreement (“Data Use Agreement”) between School District (as identified and signed in the joinder, Attachment E), and CORE Districts (referred to as CORE) with subcontractors Education Analytics (hereinafter referred to as EA), VersiFit Technologies LLC (hereinafter referred to as VFT), and Panorama Education (hereinafter referred to as PE), as well as with the CORE Research Partner at Policy Analysis for California Education (hereinafter referred to as PACE). Together, EA, VFT and PE are referred to as the “CORE Measurement Sub-Contractors” below. PACE is referred to as the “CORE Research Partner.” This Data Use Agreement describes the means to be used by the CORE Measurement Sub-Contractors and CORE Research Partner to ensure the confidentiality and security and terms of use for information and data exchanged between School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner for the purposes stated below. Within the scope of this agreement, confidential data may be exchanged between and amongst School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner.

I. GENERAL TERMS

A. PURPOSE

The CORE Measurement Sub-Contractors have entered into service and measurement/analytical support partnerships with the CORE Districts (hereinafter, CORE). PACE¹ has a continued research support partnership with the CORE Districts. CORE is a non-profit organization comprised of member California school districts. The purpose of this Agreement is to assist School District, a member of the CORE Data Collaborative, to participate in measurement, analytics, reporting and research based upon CORE’s school quality improvement indicator system. The CORE Measurement Sub-Contractors will collect and utilize longitudinal administrative data specific to the School Quality Improvement Index indicators and including related indicators in order to provide reporting to School District leaders and practitioners. Further, the CORE Research Partner will collect and archive longitudinal administrative data from the CORE data system to conduct policy analyses for School District leaders, School District practitioners and the public in order to support the continuous improvement in K-12 education. Public policy and other research questions to be addressed using the CORE Data Archive managed by our CORE

¹ Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from leading universities and research institutes in California and beyond and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

Research Partner will be developed in collaboration with participating CORE Data Collaborative districts and representatives of CORE.

B. NATURE OF DATA

To further the achievement of the above stated purposes, School District will provide the CORE Measurement Sub-Contractors, and, in some cases, the CORE Research Partner with data extracts from the School District data systems to include data elements, identified in **Attachment C**, necessary to produce and report the measures involved in CORE's school quality improvement data system, and to engage in meaningful analytics and research.

School District may also provide the CORE Measurement Sub-Contractors and/or CORE Research Partner with any additional items required to answer research questions defined by School District alone or with other CORE participants.

School District warrants that it has the authority to provide such data to the CORE Measurement Sub-Contractors and to the CORE Research Partner under the terms of this Agreement, and that School District will not be in breach of any law or representations to any person by providing such information to CORE Measurement Sub-Contractors and/or the CORE Research Partner.

These data extracts will include historical information wherever possible. Additional data elements may be provided at the discretion of School District.

The CORE Measurement Sub-Contractors and/or CORE Research Partner may collect data that contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

C. TRANSFER OF DATA

School District and the CORE Measurement Sub-Contractors and CORE Research Partner shall use a secure electronic means and schedule for transferring confidential information. School District will create data extracts according to specifications provided by CORE. Extracts will be updated using a mutually agreed upon schedule (generally through annual submission the summer). Generally, data will be transferred by School District or their Partnering Education Agency to CORE's Measurement Sub-Contractors. For research and policy analysis purposes, such data or analyzed versions of such data may be transferred between and amongst CORE Sub-Contractors and CORE Research Partner as named in this Data Use Agreement; this agreement also covers the transfer of data from School District directly to the CORE Research Partner.

D. PERIOD OF AGREEMENT

This Agreement shall be effective from the signing of this agreement through June 30, 2020, unless terminated earlier by either party pursuant to Section F.

E. CORE DISTRICTS RESPONSIBILITIES

CORE agrees to the following confidentiality statements:

1. CORE acknowledges that these data are confidential data and proprietary to School District, and

agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws which may include but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. The CORE Measurement Sub-Contractors and the CORE Research Partner are responsible for complying with all applicable District, Local, State and Federal confidentiality laws and regulations.

2. The CORE Measurement Sub-Contractors and CORE Research Partner will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
3. The CORE Measurement Sub-Contractors and CORE Research Partner shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information (b) provide all staff with access to confidential information statements of organizational policies and procedures for the protection of human subjects and data confidentiality and (c) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information. Other than as provided herein, no confidential data will be released by the CORE Measurement Sub-Contractors and CORE Research Partner.
4. The CORE Measurement Sub-Contractors and CORE Research Partner shall not assign this Agreement or any portion thereof to a third party without the prior written consent of School District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement. For clarification purposes, members of the PACE network who have signed a separate affiliated researcher agreement with PACE are not considered a third party.
5. The CORE Measurement Sub-Contractors and CORE Research Partner will use any information which could potentially allow the identification of any individual only for the purpose of creating the data sets using aggregate data and analyzing the data. The CORE Measurement Sub-Contractors and CORE Research Partner will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.
6. The CORE Measurement Sub-Contractors and CORE Research Partner will publically report only aggregate data and will not publicly report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. At the direction of School District, the CORE Measurement Sub-Contractors and CORE Research Partner may provide School District leaders and practitioners secure, private access to School District student level data in alignment with School District's permission and security policies and procedures. This paragraph will survive the termination of this Agreement.
7. The CORE Measurement Sub-Contractors and CORE Research Partner will not contact the individuals included in the data sets without written consent from School District.
8. The CORE Measurement Sub-Contractors and CORE Research Partner agree to obtain written approval from School District prior to engaging any additional subcontractors or research partners to perform any services requiring access to any individually identifiable information. Notwithstanding the foregoing, the parties agree that CORE Research Partner may engage additional

members of the PACE network who have signed a separate affiliated researcher agreement with PACE to perform research services. PACE affiliated researchers will only utilize student data that is stripped of official state and district identifiers, and researchers will access data housed on a Stanford secure folder with restricted access.

9. The CORE Measurement Sub-Contractors and CORE Research Partner shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by School District.
10. The CORE Measurement Sub-Contractors and CORE Research Partner shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
11. The CORE Measurement Sub-Contractors and CORE Research Partner shall keep all information furnished by School District in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored unencrypted on laptop computers or other portable computing devices or media, e.g., flash drives, etc.
12. The CORE Measurement Sub-Contractors and CORE Research Partner shall permit examination and on-site inspections by School District upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

F. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - a. By CORE or School District immediately in the event of a material breach of this Agreement by the other party.
 - b. By CORE or School District upon 30 days notice to the other party.
 - c. By CORE Research Partner or Measurement Subcontractors upon 30 days notices to CORE Districts.
2. Upon ninety (90) days written notice from School District, the CORE Measurement Sub-Contractors and CORE Research Partner shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis and exists only on a temporary back-up server that is encrypted. The CORE Measurement Sub-Contractors and CORE Research Partner shall also securely destroy all physical media (e.g., data on CDs or USB drives) containing confidential and/or sensitive information utilizing a mutually approved method of confidential destruction, which may include shredding, burning, or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. In the absence of such notice, the CORE Measurement Sub-Contractors and CORE Research Partner may continue to use such data for research, education or related purposes; or to meet CORE public reporting requirements.

G. PARTY LIABILITY; LIMITATION OF DAMAGES

1. The parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omission of their own officers, employees, students or agents in the performance of their duties under this Agreement.
2. EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES SHALL BE LIABLE FOR PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

H. DISPUTES

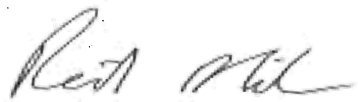
In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.

I. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to be one and the same document. The parties may sign and deliver this Agreement by facsimile or using other electronic means (including digital signatures). Copies of this Agreement shall be treated as originals.
2. This Agreement constitutes the full and complete agreement between the parties, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
3. This Agreement shall be governed by and construed under the laws of the State of California. Venue for any proceeding relating to enforcement of this Agreement shall be in the California state courts located in Sacramento County, California.
4. Any waiver by a party of a violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

I. Signatures

Signed:
CORE DISTRICTS




Rick Miller, Executive Director

May 17, 2016

Date

PANORAMA EDUCATION




Aaron Feuer, CEO

05 / 16 / 2016

Date

VERSANT TECHNOLOGIES




Jonathan Blissenbach, COO

5-16-2016

Date

PACE

**Board of Trustees of the Leland Stanford
Junior University**




Nicole Pobuta | Contract & Grant Officer
May 13, 2016

May 13, 2016

Date

EDUCATION ANALYTICS



Andrew Rice, VP Research & Operations

5/16/16

Date

ATTACHMENT C:
SPECIFIC DATA ELEMENTS REPORTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)

<i>Data Element(s) Applies to all students in grades K-12 unless noted otherwise</i>	<i>Variables to Include (Subject to Adjustment)</i>	<i>Additional Notes</i>
Standardized Tests [student level data]		
SBAC Summatives all grades (3-11) & Subjects (ELA & Math)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Key Indicator
SBAC and/or other interim/benchmark assessments	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Additional Indicator
CELDT information	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Key/additional indicator
Other standardized test results (e.g., AP, IB, SAT, ACT)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Additional Indicator
Student Characteristics [student level data]		
Student demographics	Student district ID, Student state ID, gender, grade level, race/ethnicity, free/reduced lunch status, mother education attainment, father education attainment, first U.S. school entry date	Key Indicator
District entry date	Student ID, district entry date	Key Indicator
Special Education flag	Student ID, special education flag (Yes or no)	Key Indicator
English Language information	Student ID, EL status (EL or RFEP), date identified as EL, date reclassified as RFEP	Key Indicator
Foster care flag	Student ID, foster care flag (yes or no)	Key Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)

Data Element(s) <i>Applies to all students in grades K-12 unless noted otherwise</i>	Variables to Include (Subject to Adjustment)	Additional Notes
Enrollment, Attendance and Discipline [student level data; for each school of attendance]		
Days enrolled	Student ID, CDS code (14 digits), total days enrolled	Key Indicator
Days present (alternative: Days absent)	Student ID, CDS code (14 digits), total days present (alternative: total days absent)	Key Indicator
School entry and leave date	Student ID, CDS code (14 digits), entry date, leave date	Key Indicator
Total number of out of school suspensions (alternatively, each suspension per student is listed in a separate row)	Student ID, CDS code (14 digits), suspension count	Key Indicator
Expulsion flag	Student ID, CDS code (14 digits), expulsion flag (yes or no)	Key Indicator
Course Information, Graduation Information, Program Information and Staff Information		
Course information	Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, Calpad course code, district course code, credits earned, course marks, flag for required 8th grade courses, potentially flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information	Key/additional indicator
Staff information	Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID	Additional Indicator
Program information	Program participation, program dosage, program performance	Additional Indicator
Unweighted end of the year GPA (based only on fall and spring semesters) for 6th to 12th grades	Student ID, CDS code (14 digits), unweighted end of year GPA	Key/additional indicator
High school graduation flag	Student ID, CDS code (14 digits), graduation indicator	Additional Indicator
Students in graduation cohort	Student ID, CDS code (14 digits), cohort year	Additional Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)

Data Element(s) <i>Applies to all students in grades K-12 unless noted otherwise</i>	Variables to Include (Subject to Adjustment)	Additional Notes
School Information		
School level data	School name, CDS code (14 digits), district code, grades served, school level, SIG status and year, charter status, type of school (credit recovery programs, independent study schools, schools for students with severe disabilities, schools for expelled students, and early childhood education programs)	
College Going Information		
College going data	Examples include college application data, college persistence data, college completion data	Additional Indicator

Exhibit D

Joinder Agreement – South Bay Union School District and CORE Districts Data Use Agreement

This Joinder Agreement (hereinafter referred to as “Joinder”) is effective as of September 25th, 2019 by and among the undersigned South Bay Union School District (hereinafter referred to as SBUSD), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated May 2016 (“the Data Use Agreement”)

SBUSD hereby agrees that upon execution of this Joinder, SBUSD shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This Joinder, together with the Data Use Agreement, represents the entire agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreement, whether written or oral, of the parties regarding this subject matter.

As the data in this Data Use Agreement is part of a collective project for the San Diego County Office of Education, data will be collected and organized first by the San Diego County Office of Education and then provided to the parties named in the Data Use Agreement.

South Bay Union School District

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Cindy Wagner, Deputy Superintendent
SUBJECT: MOU with National University

BACKGROUND INFORMATION

Sanford Harmony is a Social and Emotional Learning program designed to build healthy relationships and strong school-wide learning communities among TK-6 grade students. Harmony strategies promote connection, communication, collaboration, and problem solving. The goal is to build awareness of commonalities and to celebrate differences among diverse students. Sanford Harmony was developed by researchers at Arizona State University and is disseminated by National University, Sanford Education Center.

CURRENT CONSIDERATIONS

Sanford Harmony has offered the Bayside STEAM Academy an opportunity to participate in year two of a research study, which is being conducted by the John Hopkins University Center for Research and Reform in Education during the 2019-2020 school year. The Memorandum of Understanding (Exhibit) details the expectations of the school site and the responsibilities of National University, Sanford College of Education.

IMPACT ON STUDENT ACHIEVEMENT

Positive and meaningful relationships between students, teachers and parents are key components of the educational experience.

FINANCIAL IMPLICATIONS

There are no financial implications for South Bay. The Bayside STEAM Academy will receive \$10,000 to support the Harmony research.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the Memorandum of Understanding with National University System, Sanford College of Education for year two of the Sanford Harmony program at the Bayside STEAM Academy.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
MOU	9/23/2019	Exhibit



**Year Two
Memorandum of Understanding
Between
Bayside STEAM Academy / South Bay School District
and
National University, Sanford College of Education**

Sanford Education Programs: Harmony and Inspire:

Sanford Harmony is a Social & Emotional Learning program designed to build healthy relationships and strong school-wide learning communities among TK-6th grade students. Harmony strategies promote connection, communication, collaboration, and problem solving. The goal is to build awareness of commonalities and to celebrate differences among diverse students. Sanford Harmony was developed by researchers at Arizona State University and is disseminated by National University, Sanford Education Center in La Jolla, California.

The positive and meaningful relationships between students, teachers and parents are at the heart of the educational experience. Sanford Inspire reaffirms the place of relationship-building in inspired teaching and learning, in combination with excellent instructional practices.

Sanford Inspire philosophy and approach link academic achievement to an effective integration of social emotional and cognitive strategies. The result is to inspire students' academic pursuits while ensuring that they thrive personally. Every learner should be continually surrounded, supported, and sustained by an educational community that is dedicated to inspiring teaching and learning.

Recognizing the importance of promoting collaboration between universities and the larger education community, the purpose of this Memorandum of Understanding (MOU) is to serve as an agreement between the school/district/organization and National University, Sanford College of Education and Sanford Harmony Program and Sanford Inspire.

This MOU includes the following provisions:

Expectations

District/School/Organization: Bayside STEAM Academy / South Bay School

Agrees to the following terms:

1. School Principal agrees to partner with National University, Sanford College of Education Site Facilitator as well as coordination with Johns Hopkins University research team.
2. The school agrees to participate in the research study for the Sanford Education Programs: Harmony and Inspire that is being conducted by the Johns Hopkins University Center for Research and Reform in Education during the 2019-2020 academic year. Participation in the study will involve the Johns Hopkins Research team spending a day at the school holding focus groups with teachers, students, administration, other staff, and parents. In addition, students and teachers are required to complete short surveys about school climate and program implementation. The study is IRB approved. Data are not presented in any manner that would identify schools or participants. The researchers will work with schools to identify a window during which site visits might occur, along with a timeframe for survey administration.
3. School-wide Implementation of the Sanford Education Programs: Harmony and Inspire.
 - Principal participates in an initial meeting to the Sanford Education Programs.
 - Principals participate in monthly site visits with Sanford College Programs Coordinator to review Program implementation success.

- The principal with the Sanford Programs Coordinator will develop an implementation plan for Sanford Harmony and Inspire programs. **Refer to Appendix B: A Framework for Meaningful Change.**
- The principal and Sanford Programs Coordinator will schedule Check-in Meetings for January and March regarding the progress of program implementation.
- Principal will prepare an End-of-the-Year Summary Report on Sanford Harmony and Inspire implementation.
- Each teacher incorporates lessons from at least three units of Sanford Harmony.
- Each teacher posts classroom Sanford Harmony Goals.
- Each teacher implements the daily Sanford Harmony practices of *Meet up* and *Buddy Up*.
- Teachers and administrators will participate in Inspire activities focused on Social Emotional Learning as determined by the school's leadership. From the attached menu (**Appendix A**) of Inspire modules related to Social Emotional Learning, teachers will select 1 Inspire module to complete and submit certificate of completion to the Site Principal. In addition, all teachers will complete 2 Inspire Modules selected by the school leadership and submit certificate of completion to the site administrator. Each school will develop and implement a follow-up plan in which teachers in school-wide or grade-level meetings will share reactions to the modules with regard to personal growth and implications for school climate and practices.
- Teachers will be invited to share a video about their inspired teaching practices.
- The School Principal and their team of at least 5 teachers will present their program implementation at the Sanford Harmony and Inspire Regional Showcase Conference on Saturday, May 2, 2020.
- Access to classrooms at mutually agreed upon times for the purpose of site visit and Program evaluation. Both parties agree that if data is to be collected for research purposes, representatives of the Sanford Harmony Program and Inspire or the district or school, and any partnering institution (s) of higher education will request separate consent as well as approval from an Institutional Review Board, per federal regulations pertaining to human subjects.

National University, Sanford College of Education will provide:

1. A total award of \$10,000 paid to the School District to support the Sanford Harmony and Inspire research. Award will be disbursed in two installments:
First Installment - will be distributed after School District Board approves MOU and the completion of the minimum two hour Sanford Harmony Training.

Second Installment - will be distributed after the submission of the mid-year progress report on February 15, 2019.
2. Sanford Programs Coordinator will work closely with each school as well as develop a collaborative across the schools.
3. Sanford College of Education Harmony Trainer will work closely with the school to implement the social emotional goals of the school.
4. Teacher Toolkits at no charge to participating schools/districts/organizations (value \$150 per kit).
5. Access to resources that support the Sanford Education Programs.
6. Access to digital resources/mobile app at no charge (value \$35 per student).

General Terms of the MOU:

This MOU takes effect on the signature of both parties, and it is considered valid until either party – for any reason – decides to terminate this Agreement by giving at least thirty (30) days' prior written notice to the Representative. If this agreement is cancelled prior to the payment of all installments above, any unpaid payments on the date of termination will not be paid to Affiliate.

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

No amendment or modification to this MOU shall take effect unless signed by authorized representatives of each party. Each of the signatories below certifies authority to enter into this MOU.

Intellectual Property, Trademark, Copyrights and Inventions:

All trademarks, copyrights, and inventions (collectively "Intellectual Property"), if any, developed in connection with this Agreement will be the sole property of "University". "Affiliate" expressly agrees that either "University" or the Sanford Foundation is the owner of all Intellectual Property related to Sanford Harmony or Sanford Inspire, and "Affiliate" use and payment of fees related to use does not in any way transfer ownership of any material, concept, or other form of Intellectual Property to "Affiliate".

Cooperation and Implementation:

The parties will cooperate in good faith in discharging the obligations and responsibilities in this agreement. The parties further agree to sign any other documents and to perform such other acts, as reasonably as may be required or desirable to implement its terms. "University" may audit "Affiliate" seminar or course records during normal business hours, upon a 24-hour notice.

Non-Solicitation:

Both parties agree that, during the term of this Agreement, they will not knowingly solicit the employees or staff employed by the other party or its affiliates, and will not do so for one year after termination of this agreement.

Support:

"University", through the Sanford Education Programs, will continuously provide current versions of the curriculum, PowerPoints and training material. Both parties will work cooperatively to determine an efficient and timely transfer of these materials and information.

Limitation of Liability:

To the extent permitted by law, in no event will either party be liable for loss of profits, loss of use or interruption of business, or any special, incidental, or consequential damages, however caused (whether by breach of contract or warranty, tort, or strict liability), even if either party has been advised of the possibility of damage.

Relations of the Parties:

The parties agree that the terms of this Agreement do not constitute the formation of a legal partnership or joint venture. Other than what is agreed upon in this MOU, neither party shall have authority to bind or obligate the other party in any manner whatsoever.

Severability:

In the event that any provision of this Agreement is found illegal or otherwise unenforceable, the remaining provisions will remain in effect and enforceable, it being the intention of the parties that any invalid provisions are severable.

Arbitration:

Consistent with the general terms above, Parties agree to deal with one another with good faith and resolve any issues informally before escalating to other legal remedies. If an informal remedy cannot be reached, Parties agree that any controversy, claim or dispute, whether based on contract, tort or statute under either California, or federal law, arising out of or relating in any way to this Agreement or any alleged breach shall be resolved through arbitration pursuant to the Federal Arbitration Act and its precedent. The arbitration shall be conducted in San Diego, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party in the arbitration proceeding will be entitled to recover its reasonable and documented attorney's fees and costs expended or incurred relating to or arising out of the arbitration matter.

Indemnity:

National University System, Sanford College of Education hereby indemnifies, defends and hold harmless South Bay School District, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including but not limited to consequential damages, loss of use, extras expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of National University, Sanford College of Education and Sanford Harmony, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

South Bay School District hereby indemnifies, defends, and holds harmless National University, Sanford College of Education and Sanford Harmony, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including but not limited to consequential damages, loss of use, extras expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the South Bay School District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

National University, Sanford College of Education and Sanford Harmony shall have no obligation to indemnify, defend, or hold harmless South Bay School District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the South Bay School District sole negligence or willful misconduct; and the South Bay School District shall have no obligation to indemnify, defend, or hold harmless National University, Sanford College of Education and Sanford Harmony, its Board, officers, employees, agents, independent contractors, consultants and other representatives for National University, Sanford College of Education and Sanford Harmony sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract and is in addition to any other rights or remedies that National University, Sanford College of Education and Sanford Harmony or District may have under the law or this contract.

Confidential Information:

The parties agree that in the execution of this Agreement, "Affiliate" and "University" will disclose confidential information, as defined below, to the other party. Each shall hold Confidential Information of the other party in strict confidence and shall not disclose any Confidential Information to any third party without the express prior written authorization of the disclosing party subject to public records law. Each shall use the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance. "Confidential Information" means information and material, disclosed to the receiving party by the disclosing party that is designated clearly as confidential or proprietary in nature by the disclosing party in connection with a project or this MOU. The obligation of the party receiving confidential information shall not apply to information that:

- is already in the recipient party's possession at the time of the disclosure thereof;
- is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
- is received from a third party having no obligations of confidentiality to the disclosure party;
- is independently developed by the recipient party without access to the information; or
- is required by law or regulations to be disclosed.

Compliance with Laws:

Sanford Education Programs shall comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, ("PPRA") 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.).

Miscellaneous:

This MOU: (a) headings are for reference only; (b) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and (c) electronic signatures may suffice.

Notice:

All notices and statements to be given hereunder shall be sent to the respective parties as set forth herein, unless notification of a change of address is given in writing. Any notice shall be sent by U.S. mail or equivalent method, with signature upon receipt to the extent possible.

[Signature Page to Follow]

IN WITNESS WHEREOF, this affiliation has been executed as of the date last written below,

School/District/Organization Representative:

Signature Date: _____

Name: _____
(please print or type)

Title: _____
(please print or type)

Phone No.: _____ Email: _____

Address: _____

National University's Sanford College of Education Administrator:

Date: _____
Dr. Judy Mantle
Dean, Sanford College of Education

National University's Sanford Programs Representative:

Date: _____
Mr. Scott Page
Senior Vice President, Sanford Programs

National University's Financial Representative:

Date: _____
Dr. Dave Lawrence
Vice Chancellor of Finance, National University System

APPENDIX A

MENU OF SANFORD INSPIRE PROFESSIONAL DEVELOPMENT MODULES

Link to access online modules: <https://modules.sanfordinspire.org>

Developing SEL Capacity Pathway

Explore how to build healthy relationships in supportive learning environments, enabling students to thrive.

Unit: Foundations of Social Emotional Learning

Learn how to build strong, inspiring relationships with students by recognizing their individuality and celebrating their differences.

Topic: Inspirational Connections

Discover the role of the teacher in inspiring all students to thrive and succeed.

MODULES

Building Relationships with Students

Examine the importance of strong teacher-student relationships and take steps to strengthen your own bonds with students.

Be the Spark: Nurturing Student Inspiration

Identify ways to create a classroom environment that nurtures student inspiration and fosters motivation.

Teachers as Agents of Change

Go beyond the "technician" role in the service of equity, using culturally responsive practices in your methods, content, and relationships

Helping Students "Want" to Achieve

Examine behaviors, questions, and strategies that help increase the value students place on school and thus increase their motivation to succeed.

Topic: Cultural Competence

Identify strategies to teach and inspire students whose culture or background may be different from your own.

MODULES

Linking Identity and Achievement Through Cultural Competence

Help culturally and linguistically diverse (CLD) students develop knowledge and pride in their own culture while preparing them to navigate the mainstream.

Using Critical Consciousness to Challenge Inequity

Guide students in developing a critical consciousness that allows them to identify and question forces that produce inequity.

Using Warm Demand to Build Student Achievement

Discover mindsets and strategies that balance discipline and care to help students meet high academic expectations.

Working Against Racial Bias

Develop a sociocultural consciousness—recognizing that worldviews are shaped by experiences and identity—to help you combat racial bias in the classroom.

Topic: Trauma Informed Instruction

Review strategies to help support students through difficult challenges in their lives.

MODULES

Understanding the Impact of Trauma on Students

Examine how trauma affects children biologically, emotionally, and academically; identify common behavioral and cognitive symptoms of trauma.

Supporting Trauma-Exposed Students

Discover strategies for providing behavioral and academic support to traumatized students and consider their real-world application.

Restorative Justice: Rethinking Discipline

Consider the benefits of using a restorative approach to student discipline and explore restorative-justice strategies to use with students.

Recognizing Bullying Behavior

Investigate the causes and effects of bullying and determine best practices for identifying bullying in the classroom.

Unit: Classroom Design and Instruction

Discover how intentional classroom design and planning can engage and empower all students.

Topic: Designing a Positive Learning Environment

Learn strategies for creating a classroom environment that inspires learners and maximizes engagement time.

MODULES

Affirming Difference and Valuing Background Knowledge

Acknowledge the many valid ways of speaking, behaving, and learning, and learn to build student background knowledge into your instruction.

Teaching Students Empathy

Consider empathy's effect on learning and discover ways to model, establish, and nurture empathy in your classroom throughout the year.

Basic Proactive Classroom Management Strategies

Review three basic proactive strategies that can help prevent misbehavior in the classroom while increasing students' constructive behavior.

Identifying Necessary Procedures

Determine the trouble spots in your classroom routine that could be improved by a thoughtfully conceived procedure.

Creating Logical Consequences

Follow a step-by-step process for creating consequences that relate logically to the rules and behavioral expectations in your classroom.

Topic: Intentional Instructional Design and Planning

Examine the benefits of pre-planning for both content and process to fully engage students in their learning.

MODULES

Creating Multi-Sensory Experiences to Improve Memory Retention

Learn how the brain transfers information to long-term memory, then explore instructional strategies for creating experiences that improve memory retention.

Unit: Inspired Leadership

Reflect on how to improve teaching practices, classroom culture, and relationships with students and adults.

Topic: Intrapersonal

Understand how practicing self-care, increasing educator self-awareness, and tapping into student motivation strengthens instruction.

MODULES

Coping with Teacher Stress

Examine the causes and symptoms of teacher stress and explore a variety of strategies to help cope with it.

APPENDIX B

A FRAMEWORK FOR MEANINGFUL CHANGE

The mission of Sanford Inspire is to empower educators with research-based knowledge, classroom-tested tools and practices so they can inspire students to achieve academic and social success.

Guiding Principles:

Model ethical practices to ensure the success of every learner within the classroom and community.

Build on each learners' prior knowledge, lived experiences, interest, and cultural, ethnic and racial factors to enhance deeper learning by connecting knowledge to each learners' life and community.

Sanford Inspire engages educators to:

Discuss and identify emerging definitions and examples of inspired teaching and learning. Examine and analyze existing teacher education programs for preparing inspired teachers.

Develop or redesign programs and curriculum to prepare, support, and develop inspired educators.

Share research and exemplary best practices of inspired teaching and learning in schools and professional development.

Provide targeted, customized professional development to support the growth of inspired educator.

Pursue continuous improvement of educational practices and curriculum by systematically examining inspired teaching and learning strategies.

Sanford Inspire begins with having a rich dialogue and a genuine commitment from the entire school community. This conversation revolves around how you define and envision inspired teaching and learning and what is needed to position it as a core feature of your school community.

It requires asking questions like:

What examples of inspired teaching and learning exist in our school?

How should we position it in curriculum and programs?

What outcomes do we hope to achieve with Sanford Inspire?

How will we recognize and reward those outcomes?

Where do we begin and what steps do we take to realize these changes?

Each school/district will answer these questions in their own way. The Sanford Inspire core beliefs guide the work, but the collaborative process provides the flexibility and the synergism allowing it to succeed at different schools/districts. Ultimately, every school/district will develop a framework based on the Sanford Inspire core beliefs.

It is critical to have a conversation surrounding the question, "why inspired teaching and learning?" with teachers, principals, superintendents, parent groups, counselors, and other invested school members.

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Cindy Wagner, Deputy Superintendent
SUBJECT: Amended MOU with the San Diego County Office of Education

BACKGROUND INFORMATION

South Bay is currently using the Synergy Services Student Information System for tracking student attendance, enrollment, and other important information. Parents and families complete enrollment in person, including submitting a comprehensive enrollment packet, at the beginning of the school year, along with visiting the school for Proof of Residency verification. The District is required to distribute an Annual Notifications package, which includes information that is updated by several departments, and is approximately 40 pages long. In addition, middle school staff, students, and parents at Imperial Beach Charter School and Nestor Language Academy currently have access to ParentVue for attendance and grades.

CURRENT CONSIDERATIONS

An amended Memorandum of Understanding (Exhibit) with the San Diego County Office of Education will add the Online Registration module to the already existing Student Information System. This module will enable families to access enrollment forms, student health information, and update emergency contacts as needed, from home. Online registration will create less human error in data entry, because information is entered and confirmed by the parent or guardian throughout the registration process. Parents can use the portal to view student records and update information as needed. Online registration is paperless and will therefore require less resources collating, copying, and distributing packets.

IMPACT ON STUDENT ACHIEVEMENT

Accurate student information assists school staff in meeting the academic, social-emotional, and medical needs of all students in a more efficient and timely manner. Parent access to their child's information increases parent-school communication and builds relationships that ultimately benefit students and families.

FINANCIAL IMPLICATIONS

Fees for the 2019-2020 school year are \$1.57/student. Providing a paperless solution for both enrollment and the Parent Annual Notifications will result in a cost savings.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the amended MOU with the San Diego County Office of Education to add the module Online Registration to their Student Information System.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description	Upload Date	Type
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CONTRACT AMENDMENT

San Diego County Superintendent Of Schools **San Diego County Office Of Education**

Contractor's Name: South Bay Union School District

Original Contract Date: July 01, 2017

Today's Date: September 23, 2019

The Above Referenced Contract Shall Be Amended As Follows:

South Bay Union School District is adding the module Online Registration to their Student Information System.

Fees and Charges for Online Registration are SDCSS board approved and adjust annually. Fees are based on prior year, CALPADS Fall 1 student count.

- Fees for 2019-2020 school year: \$1.57/ student
- Includes 1-6 customizations of the module.
- Once the setup is complete and approved by the district there will be no changes made.

Timeline – 3 months from start of setup to “go live” date.

- Computer Operations setup (SDCSS) – 1 week
- Student Information Systems setup (SDCSS) – 4 weeks
 - *Submission and review of paper packet*
 - *Submission of customized questions and mandatory fields*
 - *Initial SIS setup*
- Testing (District) – 3 weeks
 - *Confirm customized questions and mandatory fields*
 - *Test registering and re-enrolling students*
 - *Processing Registrations*
- Final modifications (SDCSS) – 1 week
 - *Changes to initial setup*
 - *Modifications based on district testing*
- Training (SDCSS and District) – 2 weeks

- *All modifications and changes must be complete at least one week prior to training*
- *District must have signed off on initial testing*
- Go live!

Training Dates

- Three training dates will be set at the start of setup.
 - Student Information Systems will provide a one-hour Admin training. This training will be by webinar and focus on processing and troubleshooting of Registrations
 - Student Information Systems will provide a three-hour school site training. This training will be on site and is for those working with parents and staff during the registration process
 - Student Information Systems will provide three hours of optional on-site dedicated support for your districts “Go Live” Date.

Other Items

- Address Grids – if you’d like to use address grids they need to be provided to SDCSS at the very beginning of setup in the file format we provide.
- Point of Contact – You will need one or two points of contact throughout this process. Some districts have used one person for both administrative and school site functions.
 - One point of contact is needed for the setup process. This person will work with SDCOE staff to determine the needs of your districts online registration and setup the online registration module.
 - Another point of contact will be needed for troubleshooting (works with your school sites to answer questions and assist with issues during online registration. This person will be the single person to contact SDCSS with any questions they cannot answer or glitches in the system.

South Bay payments will be adjusted for the November 2019 – June 2020 invoices and each year going forward.

UNLESS SPECIFICALLY AMENDED by this amendment, all terms and conditions of the original contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

San Diego County Superintendent of
Schools

South Bay Union School District

By (Authorized Signature)

By (Authorized Signature

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

33-0644852

Federal I.D.#/Social Sec. #

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

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 (Exhibits) contains a listing of School District Warrants for the General, Charter Nestor, Charter Imperial Beach, Child Development, Cafeteria, and, Building Funds through September 30, 2019 and Revolving Cash Fund checks through September 30, 2019.

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

Account	Warrant/Check Numbers	Total
General Fund	Commercial Warrant Nos. 510118 – 510174, 510193 – 510257, 510287, 510292 – 510325 & 510336 – 510404.	\$1,300,964.38
Charter Nestor Language Academy	Commercial Warrant Nos. 510175 – 510176, 510258 – 510263, 510288, 510326 & 510405 – 510411.	\$64,337.04
Charter Imperial Beach	Commercial Warrant Nos. 510177 – 510181, 510264 – 510266, 510289, 510327 & 510412 – 510414.	\$13,187.76
Child Development Fund	Commercial Warrant Nos. 510182 – 510183, 510267 – 510270 & 510415 – 510417.	\$8,678.94
Cafeteria Fund	Commercial Warrant Nos. 510184 – 510191, 510271 – 510277, 510290, 510328 – 510333 & 510421 – 510429.	\$235,767.56
Building Fund	Commercial Warrant Nos. 510192, 510278 – 510286, 510291, 510334 – 510335 & 510418 – 510420.	\$209,506.18
Revolving Cash Fund	Check No. 15780 – 15793.	\$7,858.12

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	9/30/2019	Exhibit
Exhibit 2	9/30/2019	Exhibit

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund: 0100 General Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510118	09/09/2019	AMAZON CAPITAL SERVICES, INC.	\$1,876.51	1064	Printed	Expense	<input type="checkbox"/>		
510119	09/09/2019	ANGELA O'BRIEN	\$20.18	1064	Printed	Expense	<input type="checkbox"/>		
510120	09/09/2019	ATKINSON-ANDELSON-LOYA-RUUD -ROMO	\$5,802.50	1064	Printed	Expense	<input type="checkbox"/>		
510121	09/09/2019	BRENDA ROBLES	\$33.06	1064	Printed	Expense	<input type="checkbox"/>		
510122	09/09/2019	CAL-AM WATER CO	\$5,136.54	1064	Printed	Expense	<input type="checkbox"/>		
510123	09/09/2019	CALIF DEPT OF JUSTICE	\$441.00	1064	Printed	Expense	<input type="checkbox"/>		
510124	09/09/2019	CALIF SCHOOL BOARDS ASSOCIATION	\$2,700.00	1064	Printed	Expense	<input type="checkbox"/>		
510125	09/09/2019	CDW GOVERNMENT	\$217.72	1064	Printed	Expense	<input type="checkbox"/>		
510126	09/09/2019	COALITION ADEQUATE SCH HOUSING	\$591.00	1064	Printed	Expense	<input type="checkbox"/>		
510127	09/09/2019	CRYSTAL RUSE	\$9,000.00	1064	Printed	Expense	<input type="checkbox"/>		
510128	09/09/2019	DAISY BUENO	\$2,965.00	1064	Printed	Expense	<input type="checkbox"/>		
510129	09/09/2019	DANNIS WOLIVER KELLEY	\$540.00	1064	Printed	Expense	<input type="checkbox"/>		
510130	09/09/2019	DEBRA DUPREE	\$600.00	1064	Printed	Expense	<input type="checkbox"/>		
510131	09/09/2019	DEPT OF INDUSTRIAL RELATIONS PPC	\$125.00	1064	Printed	Expense	<input type="checkbox"/>		
510132	09/09/2019	DICK BLICK ART MATERIALS	\$3,224.15	1064	Printed	Expense	<input type="checkbox"/>		
510133	09/09/2019	E.L. ACHIEVE	\$337.80	1064	Printed	Expense	<input type="checkbox"/>		
510134	09/09/2019	EDGARDO SALAZAR	\$38.57	1064	Printed	Expense	<input type="checkbox"/>		
510135	09/09/2019	ERIN MAJOR	\$85.27	1064	Printed	Expense	<input type="checkbox"/>		
510136	09/09/2019	EVOTEK, INC.	\$10,800.00	1064	Printed	Expense	<input type="checkbox"/>		
510137	09/09/2019	FRANK & SON PAVING INC	\$8,953.30	1064	Printed	Expense	<input type="checkbox"/>		
510138	09/09/2019	FREEFORM CLAY & SUPPLIES	\$1,676.01	1064	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund:	0100	General Fund							
Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510139	09/09/2019	FRONTLINE TECHNOLOGIES GROUP LLC	\$8,031.43	1064	Printed	Expense	<input type="checkbox"/>		
510140	09/09/2019	GALLAGHER BENEFIT SERVICES, INC	\$678.30	1064	Printed	Expense	<input type="checkbox"/>		
510141	09/09/2019	GRAINGER	\$44.29	1064	Printed	Expense	<input type="checkbox"/>		
510142	09/09/2019	GRAPELAND STATE BANK	\$1,135.65	1064	Printed	Expense	<input type="checkbox"/>		
510143	09/09/2019	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	\$1,695.04	1064	Printed	Expense	<input type="checkbox"/>		
510144	09/09/2019	KELLY CHRISTENSEN	\$112.47	1064	Printed	Expense	<input type="checkbox"/>		
510145	09/09/2019	KELLY PAPER CO	\$2,156.21	1064	Printed	Expense	<input type="checkbox"/>		
510146	09/09/2019	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	\$587.24	1064	Printed	Expense	<input type="checkbox"/>		
510147	09/09/2019	LAKESHORE LEARNING MATERIALS	\$829.44	1064	Printed	Expense	<input type="checkbox"/>		
510148	09/09/2019	MAILFINANCE	\$641.82	1064	Printed	Expense	<input type="checkbox"/>		
510149	09/09/2019	MUSICIAN'S FRIEND, INC	\$1,695.13	1064	Printed	Expense	<input type="checkbox"/>		
510150	09/09/2019	OTAY COMMUNICATIONS	\$756.00	1064	Printed	Expense	<input type="checkbox"/>		
510151	09/09/2019	OTAY LANDFILL INC	\$461.55	1064	Printed	Expense	<input type="checkbox"/>		
510152	09/09/2019	PAOLA FLORES	\$21.46	1064	Printed	Expense	<input type="checkbox"/>		
510153	09/09/2019	PRIORITY MAILING SYSTEMS	\$452.64	1064	Printed	Expense	<input type="checkbox"/>		
510154	09/09/2019	PROTECTED INSURANCE PROG FOR SCHOOLS	\$188,330.08	1064	Printed	Expense	<input type="checkbox"/>		
510155	09/09/2019	RO HEALTH, INC.	\$7,997.00	1064	Printed	Expense	<input type="checkbox"/>		
510156	09/09/2019	ROCHESTER 100 INC	\$405.00	1064	Printed	Expense	<input type="checkbox"/>		
510157	09/09/2019	RONALD WAGNER	\$87.21	1064	Printed	Expense	<input type="checkbox"/>		
510158	09/09/2019	SAN DIEGO COUNTY SUPT OF SCHOOLS	\$772.17	1064	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund: 0100 General Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510159	09/09/2019	SAN DIEGO GAS & ELECTRIC	\$61,531.75	1064	Printed	Expense	<input type="checkbox"/>		
510160	09/09/2019	SCHOOL INNOVATIONS & ACHIEVEMENT	\$41,200.00	1064	Printed	Expense	<input type="checkbox"/>		
510161	09/09/2019	SCHOOL NURSE SUPPLY	\$104.02	1064	Printed	Expense	<input type="checkbox"/>		
510162	09/09/2019	SCHOOL SPECIALTY ..	\$1,439.33	1064	Printed	Expense	<input type="checkbox"/>		
510163	09/09/2019	SOUTHWEST SCHOOL SUPPLY	\$3,999.42	1064	Printed	Expense	<input type="checkbox"/>		
510164	09/09/2019	SPARK HIRE, INC.	\$1,999.00	1064	Printed	Expense	<input type="checkbox"/>		
510165	09/09/2019	STAPLES ADVANTAGE	\$74.35	1064	Printed	Expense	<input type="checkbox"/>		
510166	09/09/2019	SUPER DUPER PUBLICATIONS	\$780.11	1064	Printed	Expense	<input type="checkbox"/>		
510167	09/09/2019	SWIVL	\$825.00	1064	Printed	Expense	<input type="checkbox"/>		
510168	09/09/2019	T-MOBILE	\$2,498.98	1064	Printed	Expense	<input type="checkbox"/>		
510169	09/09/2019	TEAM TALK NETWORK	\$1,699.32	1064	Printed	Expense	<input type="checkbox"/>		
510170	09/09/2019	TREE HOUSE INC	\$310.32	1064	Printed	Expense	<input type="checkbox"/>		
510171	09/09/2019	U S GAMES	\$1,407.76	1064	Printed	Expense	<input type="checkbox"/>		
510172	09/09/2019	WAXIE	\$283.88	1064	Printed	Expense	<input type="checkbox"/>		
510173	09/09/2019	XEROX CORPORATION	\$8,416.90	1064	Printed	Expense	<input type="checkbox"/>		
510174	09/09/2019	XEROX FINANCIAL SERVICES	\$11,062.90	1064	Printed	Expense	<input type="checkbox"/>		
510193	09/16/2019	A T & T	\$14,667.01	1070	Printed	Expense	<input type="checkbox"/>		
510194	09/16/2019	ACADEMIC SUPPLIER - RASIX COMPUTER CTR	\$1,225.12	1070	Printed	Expense	<input type="checkbox"/>		
510195	09/16/2019	ADRIAN DEL CASTILLO	\$798.00	1070	Void	Expense	<input checked="" type="checkbox"/>	09/16/2019	09/16/2019
510196	09/16/2019	AMAZON CAPITAL SERVICES, INC.	\$2,968.53	1070	Printed	Expense	<input type="checkbox"/>		
510197	09/16/2019	AMERICAN TIME AND SIGNAL COMPANY	\$1,362.29	1070	Printed	Expense	<input type="checkbox"/>		
510198	09/16/2019	APPLE INC	\$192.87	1070	Printed	Expense	<input type="checkbox"/>		

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510199	09/16/2019	ARAMARK UNIFORM SERVICES	\$175.72	1070	Printed	Expense	<input type="checkbox"/>		
510200	09/16/2019	BOYS & GIRLS CLUB OF SOUTH COUNTY	\$69,943.39	1070	Printed	Expense	<input type="checkbox"/>		
510201	09/16/2019	CAL-AM WATER CO	\$8,269.98	1070	Printed	Expense	<input type="checkbox"/>		
510202	09/16/2019	CALIF ELECTRIC SUPPLY	\$1,344.93	1070	Printed	Expense	<input type="checkbox"/>		
510203	09/16/2019	CALIF SCHOOL BOARDS ASSOCIATION	\$2,700.00	1070	Printed	Expense	<input type="checkbox"/>		
510204	09/16/2019	CAPITAL ONE PUBLIC FUNDING	\$89,156.54	1070	Printed	Expense	<input type="checkbox"/>		
510205	09/16/2019	CDW GOVERNMENT	\$497.59	1070	Printed	Expense	<input type="checkbox"/>		
510206	09/16/2019	CHRISTY WHITE ASSOCIATES	\$7,425.00	1070	Printed	Expense	<input type="checkbox"/>		
510207	09/16/2019	CITY TREASURER	\$5,963.70	1070	Printed	Expense	<input type="checkbox"/>		
510208	09/16/2019	CLARK SECURITY PROD, DIV OF ANIXTER	\$908.10	1070	Printed	Expense	<input type="checkbox"/>		
510209	09/16/2019	CONTROLLED MOTION SOLUTIONS	\$53.34	1070	Printed	Expense	<input type="checkbox"/>		
510210	09/16/2019	COUNTY OF SAN DIEGO AIR POLLUTION	\$408.02	1070	Printed	Expense	<input type="checkbox"/>		
510211	09/16/2019	DANIA CABRERA	\$1.80	1070	Printed	Expense	<input type="checkbox"/>		
510212	09/16/2019	DEPT OF INDUSTRIAL RELATIONS	\$250.00	1070	Printed	Expense	<input type="checkbox"/>		
510213	09/16/2019	DOCUMENT TRACKING SERVICES	\$4,650.00	1070	Printed	Expense	<input type="checkbox"/>		
510214	09/16/2019	EPSILON SYSTEMS SOLUTIONS, INC.	\$1,328.27	1070	Printed	Expense	<input type="checkbox"/>		
510215	09/16/2019	ERIC HALL AND ASSOCIATES	\$1,693.50	1070	Printed	Expense	<input type="checkbox"/>		
510216	09/16/2019	GEARY PACIFIC SUPPLY	\$1,060.12	1070	Printed	Expense	<input type="checkbox"/>		
510217	09/16/2019	GLASS COMPANY INC	\$398.49	1070	Printed	Expense	<input type="checkbox"/>		
510218	09/16/2019	GRAINGER	\$1,128.39	1070	Printed	Expense	<input type="checkbox"/>		
510219	09/16/2019	HARTFORD GROUP BENEFITS DIVISION	\$2,521.98	1070	Printed	Expense	<input type="checkbox"/>		

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510220	09/16/2019	HOME DEPOT CREDIT SERVICE	\$3,449.13	1070	Printed	Expense	<input type="checkbox"/>		
510221	09/16/2019	IB TROPHIES & AWARDS	\$1,386.00	1070	Printed	Expense	<input type="checkbox"/>		
510222	09/16/2019	JAYCOX CONSTRUCTION CNG	\$390.00	1070	Printed	Expense	<input type="checkbox"/>		
510223	09/16/2019	JW PEPPER & SON, INC	\$99.08	1070	Printed	Expense	<input type="checkbox"/>		
510224	09/16/2019	KAREN SKALBECK GEORGE	\$1,090.00	1070	Printed	Expense	<input type="checkbox"/>		
510225	09/16/2019	KIWANIS CLUB OF IMPERIAL BEACH	\$200.00	1070	Printed	Expense	<input type="checkbox"/>		
510226	09/16/2019	MALLORY SAFETY AND SUPPLY LLC	\$470.23	1070	Printed	Expense	<input type="checkbox"/>		
510227	09/16/2019	MAXIM STAFFING SOLUTIONS	\$1,978.63	1070	Printed	Expense	<input type="checkbox"/>		
510228	09/16/2019	MEAGAN WEBSTER RAMIREZ	\$30.91	1070	Printed	Expense	<input type="checkbox"/>		
510229	09/16/2019	MEGAN MARTINEZ	\$56.15	1070	Printed	Expense	<input type="checkbox"/>		
510230	09/16/2019	MIGUEL DEL VILLAR	\$22.04	1070	Printed	Expense	<input type="checkbox"/>		
510231	09/16/2019	MOIRA JUDD	\$53.34	1070	Printed	Expense	<input type="checkbox"/>		
510232	09/16/2019	NUTRIEN AG SOLUTIONS, INC	\$202.03	1070	Printed	Expense	<input type="checkbox"/>		
510233	09/16/2019	OTAY LANDFILL INC	\$388.86	1070	Printed	Expense	<input type="checkbox"/>		
510234	09/16/2019	PARKHOUSE TIRE INC	\$1,010.52	1070	Printed	Expense	<input type="checkbox"/>		
510235	09/16/2019	PROBUILD	\$288.59	1070	Printed	Expense	<input type="checkbox"/>		
510236	09/16/2019	REBECCA SPENCER	\$13.05	1070	Printed	Expense	<input type="checkbox"/>		
510237	09/16/2019	REFRIGERATION SUPPLIES DISTR	\$725.47	1070	Printed	Expense	<input type="checkbox"/>		
510238	09/16/2019	RUSSELL SIGLER INC	\$1,689.37	1070	Printed	Expense	<input type="checkbox"/>		
510239	09/16/2019	SAN DIEGO GAS & ELECTRIC	\$211.05	1070	Printed	Expense	<input type="checkbox"/>		
510240	09/16/2019	SAN DIEGO METROPOLITAN TRANSIT	\$108.00	1070	Printed	Expense	<input type="checkbox"/>		

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510241	09/16/2019	SITEONE LANDSCAPE SUPPLY HOLDING	\$272.71	1070	Printed	Expense	<input type="checkbox"/>		
510242	09/16/2019	SOAPY JOE'S IMPERIAL BEACH, INC.	\$25.00	1070	Printed	Expense	<input type="checkbox"/>		
510243	09/16/2019	SOCO GROUP	\$4,236.31	1070	Printed	Expense	<input type="checkbox"/>		
510244	09/16/2019	SOUTH BAY FENCE INC	\$7,605.96	1070	Printed	Expense	<input type="checkbox"/>		
510245	09/16/2019	SOUTHCOAST MOBILE WASH	\$58.00	1070	Printed	Expense	<input type="checkbox"/>		
510246	09/16/2019	STANDARD ELECTRONICS	\$120.68	1070	Printed	Expense	<input type="checkbox"/>		
510247	09/16/2019	SUNBELT CONTROLS INC	\$280.00	1070	Printed	Expense	<input type="checkbox"/>		
510248	09/16/2019	SWING EDUCATION, INC.	\$2,193.77	1070	Printed	Expense	<input type="checkbox"/>		
510249	09/16/2019	TEAM TALK NETWORK	\$849.66	1070	Printed	Expense	<input type="checkbox"/>		
510250	09/16/2019	TERESITA HIPOLITO	\$84.39	1070	Printed	Expense	<input type="checkbox"/>		
510251	09/16/2019	THOMAS BEVILACQUA	\$107.30	1070	Printed	Expense	<input type="checkbox"/>		
510252	09/16/2019	TURNAROUND SCHOOLS	\$4,000.00	1070	Printed	Expense	<input type="checkbox"/>		
510253	09/16/2019	TYLER TECHNOLOGIES, INC	\$71,366.49	1070	Printed	Expense	<input type="checkbox"/>		
510254	09/16/2019	UNITED BEHAVIORAL HEALTH	\$441.96	1070	Printed	Expense	<input type="checkbox"/>		
510255	09/16/2019	VALLEY INDUSTRIAL SPECIALTIES	\$795.63	1070	Printed	Expense	<input type="checkbox"/>		
510256	09/16/2019	WESTERN PUMP INC	\$1,672.50	1070	Printed	Expense	<input type="checkbox"/>		
510257	09/16/2019	YALE/CHASE EQUIPMENT AND SERVICES, INC.	\$453.88	1070	Printed	Expense	<input type="checkbox"/>		
510287	09/16/2019	AMERICAN EXPRESS	\$19,519.51	1076	Printed	Expense	<input type="checkbox"/>		
510292	09/23/2019	AMAZON CAPITAL SERVICES, INC.	\$0.00	1081	Void	Expense	<input checked="" type="checkbox"/>	09/23/2019	09/23/2019
510293	09/23/2019	ANYTIME SIGN SOLUTIONS	\$0.00	1081	Void	Expense	<input checked="" type="checkbox"/>	09/23/2019	09/23/2019
510294	09/23/2019	ASBURY ENVIRONMENTAL SERVICE	\$0.00	1081	Void	Expense	<input checked="" type="checkbox"/>	09/23/2019	09/23/2019

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510295	09/23/2019	CAL-AM WATER CO	\$0.00	1081	Void	Expense	<input checked="" type="checkbox"/>	09/23/2019	09/23/2019
510296	09/23/2019	CALIF DEPT OF JUSTICE	\$0.00	1081	Void	Expense	<input checked="" type="checkbox"/>	09/23/2019	09/23/2019
510297	09/23/2019	CITY OF IMPERIAL BEACH	\$0.00	1081	Void	Expense	<input checked="" type="checkbox"/>	09/23/2019	09/23/2019
510298	09/23/2019	CITY TREASURER	\$0.00	1081	Void	Expense	<input checked="" type="checkbox"/>	09/23/2019	09/23/2019
510299	09/23/2019	COMMITTEE FOR CHILDREN	\$0.00	1081	Void	Expense	<input checked="" type="checkbox"/>	09/23/2019	09/23/2019
510300	09/23/2019	DANNIS WOLIVER KELLEY	\$2,165.50	1081	Printed	Expense	<input type="checkbox"/>		
510301	09/23/2019	DECKER EQUIPMENT	\$82.59	1081	Printed	Expense	<input type="checkbox"/>		
510302	09/23/2019	DELIA URIBE	\$1.39	1081	Printed	Expense	<input type="checkbox"/>		
510303	09/23/2019	DION INTL TRUCK SERVICE	\$397.98	1081	Printed	Expense	<input type="checkbox"/>		
510304	09/23/2019	DUNN-EDWARDS	\$30.38	1081	Printed	Expense	<input type="checkbox"/>		
510305	09/23/2019	E.L. ACHIEVE	\$337.80	1081	Printed	Expense	<input type="checkbox"/>		
510306	09/23/2019	GRAINGER	\$62.21	1081	Printed	Expense	<input type="checkbox"/>		
510307	09/23/2019	HAWTHORNE EDUCATIONAL SERVIC	\$1,333.94	1081	Printed	Expense	<input type="checkbox"/>		
510308	09/23/2019	JANEA MARKING	\$88.80	1081	Printed	Expense	<input type="checkbox"/>		
510309	09/23/2019	MASONS SAW & LAWNMOWER SRVC	\$914.39	1081	Printed	Expense	<input type="checkbox"/>		
510310	09/23/2019	MISSION JANITORIAL SUPPLIES	\$43.08	1081	Printed	Expense	<input type="checkbox"/>		
510311	09/23/2019	MONOPRICE INC	\$439.92	1081	Printed	Expense	<input type="checkbox"/>		
510312	09/23/2019	NICOLE RIOS	\$54.35	1081	Printed	Expense	<input type="checkbox"/>		
510313	09/23/2019	PRACTI CAL INC	\$3,331.26	1081	Printed	Expense	<input type="checkbox"/>		
510314	09/23/2019	REBECCA MARGOLIS	\$1,090.00	1081	Printed	Expense	<input type="checkbox"/>		
510315	09/23/2019	REFRIGERATION SUPPLIES DISTR	\$43.81	1081	Printed	Expense	<input type="checkbox"/>		
510316	09/23/2019	REVOLVING CASH FUND	\$1,468.00	1081	Printed	Expense	<input type="checkbox"/>		

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510317	09/23/2019	RO HEALTH, INC.	\$1,625.00	1081	Printed	Expense	<input type="checkbox"/>		
510318	09/23/2019	RUSSELL SIGLER INC	\$18,758.48	1081	Printed	Expense	<input type="checkbox"/>		
510319	09/23/2019	SOUTHCOAST MOBILE WASH	\$798.00	1081	Printed	Expense	<input type="checkbox"/>		
510320	09/23/2019	TAMRA APPELMAN	\$16.24	1081	Printed	Expense	<input type="checkbox"/>		
510321	09/23/2019	TOTEM PD	\$1,993.00	1081	Printed	Expense	<input type="checkbox"/>		
510322	09/23/2019	VISUAL ASYLUM	\$8,475.00	1081	Printed	Expense	<input type="checkbox"/>		
510323	09/23/2019	WAXIE	\$1,437.08	1081	Printed	Expense	<input type="checkbox"/>		
510324	09/23/2019	XEROX CORPORATION	\$337.56	1081	Printed	Expense	<input type="checkbox"/>		
510325	09/23/2019	ZULEMA PINA	\$9.05	1081	Printed	Expense	<input type="checkbox"/>		
510336	09/30/2019	ALLIANCE FOR AFRICAN ASSISTANCE	\$70.78	1086	Printed	Expense	<input type="checkbox"/>		
510337	09/30/2019	AMAZON CAPITAL SERVICES, INC.	\$4,664.66	1086	Printed	Expense	<input type="checkbox"/>		
510338	09/30/2019	ANGELICA MAGALLON	\$231.91	1086	Printed	Expense	<input type="checkbox"/>		
510339	09/30/2019	ANYTIME SIGN SOLUTIONS	\$60.90	1086	Printed	Expense	<input type="checkbox"/>		
510340	09/30/2019	APOLLO ELEVATOR MAINTENANCE SERVICES INC	\$2,000.00	1086	Printed	Expense	<input type="checkbox"/>		
510341	09/30/2019	AREY JONES	\$20,591.03	1086	Printed	Expense	<input type="checkbox"/>		
510342	09/30/2019	ASBURY ENVIRONMENTAL SERVICE	\$120.00	1086	Printed	Expense	<input type="checkbox"/>		
510343	09/30/2019	BOYS & GIRLS CLUB OF SOUTH COUNTY	\$71,467.12	1086	Printed	Expense	<input type="checkbox"/>		
510344	09/30/2019	BUSHIVE, INC.	\$1,000.00	1086	Printed	Expense	<input type="checkbox"/>		
510345	09/30/2019	CAL-AM WATER CO	\$19,364.24	1086	Printed	Expense	<input type="checkbox"/>		
510346	09/30/2019	CALIF DEPT OF JUSTICE	\$539.00	1086	Printed	Expense	<input type="checkbox"/>		
510347	09/30/2019	CALIF ELECTRIC SUPPLY	\$277.51	1086	Printed	Expense	<input type="checkbox"/>		

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510348	09/30/2019	CALIF STAMP COMPANY	\$27.33	1086	Printed	Expense	<input type="checkbox"/>		
510349	09/30/2019	CARQUEST AUTO PARTS.	\$358.45	1086	Printed	Expense	<input type="checkbox"/>		
510350	09/30/2019	CITY OF IMPERIAL BEACH	\$52,380.18	1086	Printed	Expense	<input type="checkbox"/>		
510351	09/30/2019	CITY TREASURER	\$345.85	1086	Printed	Expense	<input type="checkbox"/>		
510352	09/30/2019	COMMITTEE FOR CHILDREN	\$648.00	1086	Printed	Expense	<input type="checkbox"/>		
510353	09/30/2019	CORODATA SHREDDING, INC.	\$1,561.00	1086	Printed	Expense	<input type="checkbox"/>		
510354	09/30/2019	CREATIVE BUS SALES INC	\$588.16	1086	Printed	Expense	<input type="checkbox"/>		
510355	09/30/2019	CROWN EQUIPMENT/LIFT TRUCKS	\$175.00	1086	Printed	Expense	<input type="checkbox"/>		
510356	09/30/2019	CRYSTAL RUSE	\$3,825.00	1086	Printed	Expense	<input type="checkbox"/>		
510357	09/30/2019	DANITZA NIEBLAS	\$26.10	1086	Printed	Expense	<input type="checkbox"/>		
510358	09/30/2019	DAVID TRAUTMAN	\$25.98	1086	Printed	Expense	<input type="checkbox"/>		
510359	09/30/2019	DEBRA DUPREE	\$600.00	1086	Printed	Expense	<input type="checkbox"/>		
510360	09/30/2019	DUNN-EDWARDS	\$569.88	1086	Printed	Expense	<input type="checkbox"/>		
510361	09/30/2019	FEDERAL EXPRESS CORP	\$104.37	1086	Printed	Expense	<input type="checkbox"/>		
510362	09/30/2019	GRAINGER	\$7.68	1086	Printed	Expense	<input type="checkbox"/>		
510363	09/30/2019	HAMEL INTERIORS, INC.	\$118.90	1086	Printed	Expense	<input type="checkbox"/>		
510364	09/30/2019	HAWTHORNE EDUCATIONAL SERVIC	\$242.98	1086	Printed	Expense	<input type="checkbox"/>		
510365	09/30/2019	HEAR & C	\$4,126.40	1086	Printed	Expense	<input type="checkbox"/>		
510366	09/30/2019	HOME DEPOT CREDIT SERVICE	\$1,865.34	1086	Printed	Expense	<input type="checkbox"/>		
510367	09/30/2019	ILEANA MURILLO	\$41.31	1086	Printed	Expense	<input type="checkbox"/>		
510368	09/30/2019	KATHLEEN ROGAN	\$32.33	1086	Printed	Expense	<input type="checkbox"/>		
510369	09/30/2019	MICHELLE CORDOVA	\$19.34	1086	Printed	Expense	<input type="checkbox"/>		
510370	09/30/2019	MICHELLE NELSON	\$116.96	1086	Printed	Expense	<input type="checkbox"/>		

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510371	09/30/2019	MISSION JANITORIAL SUPPLIES	\$4,504.06	1086	Printed	Expense	<input type="checkbox"/>		
510372	09/30/2019	MONOPRICE INC	\$144.77	1086	Printed	Expense	<input type="checkbox"/>		
510373	09/30/2019	NEWS 2 YOU	\$692.21	1086	Printed	Expense	<input type="checkbox"/>		
510374	09/30/2019	OFFICE DEPOT	\$1,596.93	1086	Printed	Expense	<input type="checkbox"/>		
510375	09/30/2019	OPTIMUM FLOORCARE	\$521.89	1086	Printed	Expense	<input type="checkbox"/>		
510376	09/30/2019	ORIENTAL TRADING CO	\$1,716.28	1086	Printed	Expense	<input type="checkbox"/>		
510377	09/30/2019	POSITIVE PROMOTIONS	\$1,033.45	1086	Printed	Expense	<input type="checkbox"/>		
510378	09/30/2019	PROTECTED INSURANCE PROG FOR SCHOOLS	\$188,330.08	1086	Printed	Expense	<input type="checkbox"/>		
510379	09/30/2019	PT IN MOTION, INC	\$875.00	1086	Printed	Expense	<input type="checkbox"/>		
510380	09/30/2019	RIVERSIDE PUBLISHING CO	\$21,182.39	1086	Printed	Expense	<input type="checkbox"/>		
510381	09/30/2019	ROMAINE ELECTRIC	\$17.58	1086	Printed	Expense	<input type="checkbox"/>		
510382	09/30/2019	ROMANS TRUCK	\$82.72	1086	Printed	Expense	<input type="checkbox"/>		
510383	09/30/2019	RONALD WAGNER	\$125.46	1086	Printed	Expense	<input type="checkbox"/>		
510384	09/30/2019	ROSANA MICHEL-CERVANTES	\$58.66	1086	Printed	Expense	<input type="checkbox"/>		
510385	09/30/2019	RUSSELL SIGLER INC	\$442.58	1086	Printed	Expense	<input type="checkbox"/>		
510386	09/30/2019	SAN DIEGO FRICTION PRODUCTS, INC.	\$38.66	1086	Printed	Expense	<input type="checkbox"/>		
510387	09/30/2019	SAN DIEGO GAS & ELECTRIC	\$24,757.61	1086	Printed	Expense	<input type="checkbox"/>		
510388	09/30/2019	SANDRA VASQUEZ	\$20.06	1086	Printed	Expense	<input type="checkbox"/>		
510389	09/30/2019	SCHOOL SPECIALTY ..	\$376.69	1086	Printed	Expense	<input type="checkbox"/>		
510390	09/30/2019	SOCO GROUP	\$10,788.09	1086	Printed	Expense	<input type="checkbox"/>		
510391	09/30/2019	SOUTH BAY AUTO SUPPLY INC.	\$100.72	1086	Printed	Expense	<input type="checkbox"/>		
510392	09/30/2019	SOUTH BAY UNION SCHOOL DISTRICT	\$18,729.86	1086	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund: 0100 General Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510393	09/30/2019	SOUTH BAY UNION SCHOOL DISTRICT	\$31.75	1086	Printed	Expense	<input type="checkbox"/>		
510394	09/30/2019	SOUTHWEST SCHOOL SUPPLY	\$1,141.85	1086	Printed	Expense	<input type="checkbox"/>		
510395	09/30/2019	SPRINGALL ACADEMY (A CATAPULT LEARNING	\$787.32	1086	Printed	Expense	<input type="checkbox"/>		
510396	09/30/2019	STAPLES ADVANTAGE	\$697.61	1086	Printed	Expense	<input type="checkbox"/>		
510397	09/30/2019	SWING EDUCATION, INC.	\$2,278.14	1086	Printed	Expense	<input type="checkbox"/>		
510398	09/30/2019	TALX CORPORATION, EQUIFAX	\$11,547.31	1086	Printed	Expense	<input type="checkbox"/>		
510399	09/30/2019	THERESA DAVEY	\$102.87	1086	Printed	Expense	<input type="checkbox"/>		
510400	09/30/2019	TROXELL COMMUNICATIONS	\$2,753.02	1086	Printed	Expense	<input type="checkbox"/>		
510401	09/30/2019	VALLEY INDUSTRIAL SPECIALTIES	\$832.22	1086	Printed	Expense	<input type="checkbox"/>		
510402	09/30/2019	WAXIE	\$1,917.43	1086	Printed	Expense	<input type="checkbox"/>		
510403	09/30/2019	WESTBERG & WHITE INC	\$3,570.00	1086	Printed	Expense	<input type="checkbox"/>		
510404	09/30/2019	XEROX CORPORATION	\$7,712.95	1086	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 226 Total Amount: \$1,301,762.38 - \$798.00 (NINE VOIDED CHECKS) = \$1,300,964.38

Fund: 0901 Charter Language Academy

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510175	09/09/2019	ARACELY MONTERO-ACUNA	\$147.82	1065	Printed	Expense	<input type="checkbox"/>		
510176	09/09/2019	XEROX FINANCIAL SERVICES	\$3,318.89	1065	Printed	Expense	<input type="checkbox"/>		
510258	09/16/2019	AMAZON CAPITAL SERVICES, INC.	\$579.17	1071	Printed	Expense	<input type="checkbox"/>		
510259	09/16/2019	BOYS & GIRLS CLUB OF SOUTH COUNTY	\$1,540.69	1071	Printed	Expense	<input type="checkbox"/>		
510260	09/16/2019	RUSSELL SIGLER INC	\$386.82	1071	Printed	Expense	<input type="checkbox"/>		
510261	09/16/2019	S & S WELDING SERVICE, INC	\$433.91	1071	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund: 0901 Charter Language Academy

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510262	09/16/2019	SILVER CREEK INDUSTRIES	\$51,779.93	1071	Printed	Expense	<input type="checkbox"/>		
510263	09/16/2019	SWING EDUCATION, INC.	\$168.76	1071	Printed	Expense	<input type="checkbox"/>		
510288	09/16/2019	AMERICAN EXPRESS	\$1,376.50	1077	Printed	Expense	<input type="checkbox"/>		
510326	09/23/2019	CHARLIE BRYAN INSPECTIONS	\$2,040.00	1082	Printed	Expense	<input type="checkbox"/>		
510405	09/30/2019	ETA HAND2MIND	\$96.06	1087	Printed	Expense	<input type="checkbox"/>		
510406	09/30/2019	JOSE VILLEGAS	\$402.33	1087	Printed	Expense	<input type="checkbox"/>		
510407	09/30/2019	REINA ORTIZ-LOPEZ	\$38.68	1087	Printed	Expense	<input type="checkbox"/>		
510408	09/30/2019	SOUTH BAY UNION SCHOOL DISTRICT	\$411.86	1087	Printed	Expense	<input type="checkbox"/>		
510409	09/30/2019	STAPLES ADVANTAGE	\$389.48	1087	Printed	Expense	<input type="checkbox"/>		
510410	09/30/2019	STICKY WRAPZ	\$1,198.18	1087	Printed	Expense	<input type="checkbox"/>		
510411	09/30/2019	YOLANDA ESCOTO	\$27.96	1087	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund:

17

Total Amount:

\$64,337.04

Fund: 0902 Charter Imperial Beach

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510177	09/09/2019	AMAZON CAPITAL SERVICES, INC.	\$65.77	1066	Printed	Expense	<input type="checkbox"/>		
510178	09/09/2019	MISSION JANITORIAL SUPPLIES	\$361.32	1066	Printed	Expense	<input type="checkbox"/>		
510179	09/09/2019	VICTORIA FERRA	\$35.56	1066	Printed	Expense	<input type="checkbox"/>		
510180	09/09/2019	WAXIE	\$482.96	1066	Printed	Expense	<input type="checkbox"/>		
510181	09/09/2019	XEROX FINANCIAL SERVICES	\$6,637.81	1066	Printed	Expense	<input type="checkbox"/>		
510264	09/16/2019	BOYS & GIRLS CLUB OF SOUTH COUNTY	\$2,311.04	1072	Printed	Expense	<input type="checkbox"/>		
510265	09/16/2019	MYSTERY SCIENCE INC.	\$999.00	1072	Printed	Expense	<input type="checkbox"/>		
510266	09/16/2019	SWING EDUCATION, INC.	\$146.88	1072	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund: 0902 Charter Imperial Beach

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510289	09/16/2019	AMERICAN EXPRESS	\$1,903.82	1078	Printed	Expense	<input type="checkbox"/>		
510327	09/23/2019	AMAZON CAPITAL SERVICES, INC.	\$43.09	1083	Printed	Expense	<input type="checkbox"/>		
510412	09/30/2019	MISSION JANITORIAL SUPPLIES	\$8.07	1088	Printed	Expense	<input type="checkbox"/>		
510413	09/30/2019	SOUTH BAY UNION SCHOOL DISTRICT	\$155.16	1088	Printed	Expense	<input type="checkbox"/>		
510414	09/30/2019	XEROX CORPORATION	\$37.28	1088	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 13 Total Amount: \$13,187.76

Fund: 1200 Child Development Fund 1206

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510182	09/09/2019	JURMAN MEDICAL ASSOC EMERG TRAINING DIV	\$2,210.00	1067	Printed	Expense	<input type="checkbox"/>		
510183	09/09/2019	MISSION JANITORIAL SUPPLIES	\$177.32	1067	Printed	Expense	<input type="checkbox"/>		
510267	09/16/2019	COTHRINE TRAINING SERVICES	\$4,664.00	1073	Printed	Expense	<input type="checkbox"/>		
510268	09/16/2019	JEANETTE ZIMMERMAN	\$285.12	1073	Printed	Expense	<input type="checkbox"/>		
510269	09/16/2019	MARTHA AVALOS	\$23.61	1073	Printed	Expense	<input type="checkbox"/>		
510270	09/16/2019	SONIA SANDOVAL	\$141.06	1073	Printed	Expense	<input type="checkbox"/>		
510415	09/30/2019	SOUTH BAY UNION SCHOOL DISTRICT	\$125.00	1089	Printed	Expense	<input type="checkbox"/>		
510416	09/30/2019	SOUTHWEST SCHOOL SUPPLY	\$116.91	1089	Printed	Expense	<input type="checkbox"/>		
510417	09/30/2019	XEROX CORPORATION	\$935.92	1089	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 9 Total Amount: \$8,678.94

Fund: 1300 Cafeteria

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510184	09/09/2019	DIAMOND JACK ENTERPRISES	\$1,702.00	1068	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund: 1300 Cafeteria

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510185	09/09/2019	GALASSO'S BAKERY	\$95.79	1068	Printed	Expense	<input type="checkbox"/>		
510186	09/09/2019	GOLD STAR FOODS	\$62,085.51	1068	Printed	Expense	<input type="checkbox"/>		
510187	09/09/2019	HOLLANDIA DAIRY	\$67,835.79	1068	Printed	Expense	<input type="checkbox"/>		
510188	09/09/2019	LLOYD PEST CONTROL	\$451.00	1068	Printed	Expense	<input type="checkbox"/>		
510189	09/09/2019	P & R PAPER SUPPLY	\$2,311.50	1068	Printed	Expense	<input type="checkbox"/>		
510190	09/09/2019	SAN DIEGO RESTAURANT SUPPLY	\$82.23	1068	Printed	Expense	<input type="checkbox"/>		
510191	09/09/2019	TEMPERATURE DESIGN REFRIGERATION, INC	\$643.19	1068	Printed	Expense	<input type="checkbox"/>		
510271	09/16/2019	DIAMOND JACK ENTERPRISES	\$739.75	1074	Printed	Expense	<input type="checkbox"/>		
510272	09/16/2019	GALASSO'S BAKERY	\$2,261.48	1074	Printed	Expense	<input type="checkbox"/>		
510273	09/16/2019	GOLD STAR FOODS	\$22,364.04	1074	Printed	Expense	<input type="checkbox"/>		
510274	09/16/2019	ITZEL BEIZA	\$14.00	1074	Printed	Expense	<input type="checkbox"/>		
510275	09/16/2019	P & R PAPER SUPPLY	\$2,505.23	1074	Printed	Expense	<input type="checkbox"/>		
510276	09/16/2019	PAPA JOHN'S PIZZA	\$1,008.74	1074	Printed	Expense	<input type="checkbox"/>		
510277	09/16/2019	SOUTHCOAST MOBILE WASH	\$73.00	1074	Printed	Expense	<input type="checkbox"/>		
510290	09/16/2019	AMERICAN EXPRESS	\$807.81	1079	Printed	Expense	<input type="checkbox"/>		
510328	09/23/2019	FOOD SAFETY SYSTEMS	\$3,500.00	1084	Printed	Expense	<input type="checkbox"/>		
510329	09/23/2019	GALASSO'S BAKERY	\$76.30	1084	Printed	Expense	<input type="checkbox"/>		
510330	09/23/2019	GOLD STAR FOODS	\$50,198.69	1084	Printed	Expense	<input type="checkbox"/>		
510331	09/23/2019	P & R PAPER SUPPLY	\$2,463.84	1084	Printed	Expense	<input type="checkbox"/>		
510332	09/23/2019	PAPA JOHN'S PIZZA	\$1,288.94	1084	Printed	Expense	<input type="checkbox"/>		
510333	09/23/2019	TEMPERATURE DESIGN REFRIGERATION, INC	\$997.25	1084	Printed	Expense	<input type="checkbox"/>		
510421	09/30/2019	AMAZON CAPITAL SERVICES, INC.	\$79.83	1091	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund: 1300 Cafeteria

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510422	09/30/2019	CROWN EQUIPMENT/LIFT TRUCKS	\$170.00	1091	Printed	Expense	<input type="checkbox"/>		
510423	09/30/2019	GALASSO'S BAKERY	\$625.12	1091	Printed	Expense	<input type="checkbox"/>		
510424	09/30/2019	GOLD STAR FOODS	\$9,758.85	1091	Printed	Expense	<input type="checkbox"/>		
510425	09/30/2019	LLOYD PEST CONTROL	\$304.00	1091	Printed	Expense	<input type="checkbox"/>		
510426	09/30/2019	MISSION JANITORIAL SUPPLIES	\$251.30	1091	Printed	Expense	<input type="checkbox"/>		
510427	09/30/2019	PAPA JOHN'S PIZZA	\$424.31	1091	Printed	Expense	<input type="checkbox"/>		
510428	09/30/2019	SOUTH BAY UNION SCHOOL DISTRICT	\$205.83	1091	Printed	Expense	<input type="checkbox"/>		
510429	09/30/2019	TEMPERATURE DESIGN REFRIGERATION, INC	\$442.24	1091	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund: 31 Total Amount: \$235,767.56

Fund: 2110 Building Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510192	09/09/2019	CULVER-NEWLIN INC	\$10,301.76	1069	Printed	Expense	<input type="checkbox"/>		
510278	09/16/2019	CAL-AM WATER CO	\$13,788.00	1075	Printed	Expense	<input type="checkbox"/>		
510279	09/16/2019	CAL-AM WATER CO	\$18,323.00	1075	Printed	Expense	<input type="checkbox"/>		
510280	09/16/2019	CAL-AM WATER CO	\$16,000.00	1075	Printed	Expense	<input type="checkbox"/>		
510281	09/16/2019	CHARLIE BRYAN INSPECTIONS	\$1,360.00	1075	Printed	Expense	<input type="checkbox"/>		
510282	09/16/2019	DIVISION/STATE ARCHITECT	\$52,750.00	1075	Printed	Expense	<input type="checkbox"/>		
510283	09/16/2019	DIVISION/STATE ARCHITECT	\$30,250.00	1075	Printed	Expense	<input type="checkbox"/>		
510284	09/16/2019	ERIC HALL AND ASSOCIATES	\$3,000.00	1075	Printed	Expense	<input type="checkbox"/>		
510285	09/16/2019	LAKESHORE LEARNING MATERIALS	\$3,422.42	1075	Printed	Expense	<input type="checkbox"/>		
510286	09/16/2019	UNITED PLUMBING HEATING AIR & ELECTRIC	\$9,200.00	1075	Printed	Expense	<input type="checkbox"/>		

South Bay Union School District

Reprint Check Listing

Fiscal Year: 2019-2020

Criteria:

Bank Account: SD County Treasurer: JPMorgan Chase
309152699

From Date: 09/01/2019

To Date: 09/30/2019

From Check:

To Check:

From Voucher:

To Voucher:

Account: 309152699

Fund: 2110 Building Fund

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
510291	09/16/2019	MR COPY INC / MRC SMART TECH	\$175.00	1080	Printed	Expense	<input type="checkbox"/>		
510334	09/23/2019	COLBI TECHNOLOGIES, INC.	\$2,550.00	1085	Printed	Expense	<input type="checkbox"/>		
510335	09/23/2019	CPL INC (CABLE PIPE & LEAK DETECTION)	\$275.00	1085	Printed	Expense	<input type="checkbox"/>		
510418	09/30/2019	CAL-AM WATER CO	\$13,788.00	1090	Printed	Expense	<input type="checkbox"/>		
510419	09/30/2019	CAL-AM WATER CO	\$18,323.00	1090	Printed	Expense	<input type="checkbox"/>		
510420	09/30/2019	CAL-AM WATER CO	\$16,000.00	1090	Printed	Expense	<input type="checkbox"/>		

Total Checks for Fund:

16

Total Amount:

\$209,506.18

Total Amount:

\$1,833,239.86 - \$798.00 (NINE VOIDED CHECKS) = \$1,832,441.86

End of Report

SOUTH BAY UNION SCHOOL DISTRICT
REVOLVING CASH FUND
September 2019

VENDOR	DATE	CHECK	AMOUNT PURPOSE	FUND
Michael Lopez	09/12/19	15780	\$298.68 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
Danny Moreszes	09/12/19	15781	\$602.28 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
Rosa Munoz	09/12/19	15782	\$18.40 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
Maria Navarro	09/12/19	15783	\$302.53 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
Irene Robles	09/12/19	15784	\$104.91 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
Liliana Rodriguez	09/12/19	15785	\$496.41 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
Richard Shockey	09/12/19	15786 VOID	VOID	VOID
South Bay Union Education Foundation	09/12/19	15787	\$413.00 Check Reissue	0100.0601.000.0000.0000.9910000.000.000.0
Department of Social Services	09/12/19	15788 VOID	VOID	VOID
Richard Shockey	09/13/19	15789	\$54.05 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
Franchise Tax Board	09/16/19	15790	\$3,710.00 Backup Withholding	0100.0000.000.0000.0000.9503000.000.000.0
South Bay Union Education Foundation	09/25/19	15791	\$137.00 Check Reissue	0100.0601.000.0000.0000.9910000.000.000.0
Bertha Jacobo	09/30/19	15792	\$1,500.00 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
Jesus Hilario Perez	09/30/19	15793	\$220.86 Payroll	0100.0601.000.0000.0000.9910000.000.000.0
			\$7,858.12	

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Purchase Order Report 4

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 4 for 2019-20 (Exhibits) contains a listing of Purchase Orders, encumbered from September 4, 2019 to October 1, 2019, 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

The total amount for Purchase Order Report 4 is \$2,578,742.95, coming from the General, Charter Language Academy, Charter Imperial Beach, Child Development, Cafeteria, and Building Funds.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval/ratification of the Purchase Orders listed on Purchase Order Report 4.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval/ratification.

ATTACHMENTS:

Description	Upload Date	Type
Exhibit 1	10/1/2019	Exhibit
Exhibit 2	10/1/2019	Exhibit

South Bay Union School District

PO Board Report Fund Totals

Fiscal Year: 2019-2020

Fund	Description	Amount
0100	General Fund	1,920,354.42
0901	Charter Language Academy	60,836.09
0902	Charter Imperial Beach	5,205.14
1200	Child Development Fund 1206	144.50
1300	Cafeteria	192,745.80
2110	Building Fund	399,457.00
	Total Amount	2,578,742.95
	End of Report	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019		Threshold	\$1.00
PO Number	Vendor	Description	For	Amount	
2050781	READING AND WRITING PROJECT NETWORK LLC	READING AND WRITING PROJECT	STUDENT SUPPORT & ACCOUNTABILITY	61,000.00	
2050782	READING AND WRITING PROJECT NETWORK LLC	READING AND WRITING PROJECT	SUNNYSLOPE	15,500.00	
2050783	READING AND WRITING PROJECT NETWORK LLC	READING AND WRITING PROJECT	EMORY	15,000.00	
2050784	READING AND WRITING PROJECT NETWORK LLC	READING AND WRITING PROJECT	BERRY	15,000.00	
2050785	READING AND WRITING PROJECT NETWORK LLC	READING AND WRITING PROJECT	MENDOZA	15,500.00	
2050786	OFFICE DEPOT	OFFICE SUPPLIES	NESTOR LANGUAGE ACADEMY	81.49	
2050787	OFFICE DEPOT	OFFICE SUPPLIES	FISCAL SERVICES	9.15	
2050788	OFFICE DEPOT	OFFICE SUPPLIES	FISCAL SERVICES	74.89	
2050789	AMAZON CAPITAL SERVICES, INC.	TECH SUPPLIES	TECHNOLOGY SERVICES	34.25	
2050790	AMAZON CAPITAL SERVICES, INC.	STEAM MATERIALS	BAYSIDE SCHOOL	304.50	
2050791	JW PEPPER & SON, INC	MUSIC MATERIALS AND SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	99.08	
2050792	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CLERICAL- SUPPORTING THE OFFICE WITH THE PROOF OF RESIDENCY	PENCE SCHOOL	368.00	
2050793	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CERTIFICATED- PROFESSIONAL DEVELOPMENT	ONEONTA SCHOOL	533.00	
2050794	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CERTIFICATED- MTSS TEAM MEET TO ANALYZE STUDENT DATA	ONEONTA SCHOOL	246.00	
2050795	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	NESTOR LANGUAGE ACADEMY	168.76	
2050796	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	BAYSIDE SCHOOL	337.52	
2050797	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	BAYSIDE SCHOOL	337.50	
2050798	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	NESTOR LANGUAGE ACADEMY	168.76	
2050799	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	IMPERIAL BEACH CHARTER SCHOOL	675.04	
2050800	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	IMPERIAL BEACH CHARTER SCHOOL	675.04	
2050801	RO HEALTH, INC.	NURSING SERVICES	SPECIAL EDUCATION	20,000.00	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date:	09/04/2019	To Date:	10/01/2019	Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2050802	AREY JONES	TELEVISIONS	FACILITIES	811.07			
2050804	DRACO TRUCKS & EQUIPMENT, INC	TRUCK FOR WAREHOUSE DELIVERIES	WAREHOUSE	90,741.17			
2050805	MR COPY INC / MRC SMART TECH	PRINTER MAINT AGREEMENT	BAYSIDE	4,200.00			
2050806	XEROX CORP	COPIER MAINTENANCE AGREEMENT	EXTENDED LEARNING	870.00			
2050807	AMAZON CAPITAL SERVICES, INC.	BOOKS	BAYSIDE SCHOOL	41.63			
2050808	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	184.82			
2050809	MR COPY INC / MRC SMART TECH	PRINTER MAINT AGREEMENT	EMORY	2,500.00			
2050810	JMB ASPHALT & CONCRETE	CONCRETE PAD AT BAYSIDE	FACILITIES	8,900.00			
2050811	LEXIA LEARNING SYSTEMS LLC	SOFTWARE LICENSE LEXIA	BAYSIDE	4,000.00			
2050812	EXPRESS PIPE & SUPPLY CO INC	VALVES FOR CENTRAL	FACILITIES	7,000.00			
2050813	STUDENT LAP TRACKER	SOFTWARE LICENSE LAP TRACKER	BAYSIDE	846.48			
2050814	DECKER EQUIPMENT	STOP SIGNS	BERRY	82.59			
2050815	ALLIANCE FOR AFRICAN ASSISTANCE	TRANSLATION SERVICES	SPECIAL EDUCATION	5,000.00			
2050816	SAN DIEGO METROPOLITAN TRANSIT	BUS PASSES	STUDENT SUPPORT & ACCOUNTABILITY	15,000.00			
2050817	PROBUILD	WHITEBOARDS	NESTOR	588.32			
2050818	JOSE VILLEGAS	PE SUPPLIES	NESTOR	402.33			
2050819	STANDARD ELECTRONICS	ADD TO FIRE ALARM AT NESTOR	FACILITIES	11,100.00			
2050820	DEPT OF INDUSTRIAL RELATIONS	WHEEL CHAIR INSPECTIONS	FACILITIES	2,300.00			
2050821	DANNIS WOLIVER KELLEY	LEGAL SERVICES	SUPERINTENDENT	540.00			
2050822	JILL WECKERLY, PHD	TESTING AND IEE SERVICES	SPECIAL EDUCATION	4,000.00			
2050823	BSN SPORTS, INC	PE SUPPLIES	MENDOZA	74.34			
2050824	XEROX CORP	COPIER LEASE	MENDOZA	1,781.00			
2050825	SPARKLETTTS	WATER SERVICE	NICOLOFF	600.00			
2050826	XEROX CORP	COPIER LEASE AND MAINTENANCE SERVICE	BERRY	1,686.22			
2050827	ETA HAND2 MIND	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	96.06			

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From Date:	09/04/2019	To Date:	10/01/2019	Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2050828	SOUTH BAY FENCE INC	FENCE AT NESTOR	FACILITIES	9,745.00			
2050829	AREY JONES	INTERACTIVE PANEL AND CART	NESTOR	4,288.43			
2050830	AREY JONES	HEADSETS	TECHNOLOGY SERVICES	20,591.03			
2050831	TROXELL COMMUNICATIONS	EARBUDS	TECHNOLOGY SERVICES	2,753.01			
2050832	RUSSELL SIGLER INC	CONTROLS FOR HVAC AT ED CTR	FACILITIES	3,149.82			
2050833	BLACKBOARD, INC	SOFTWARE LICENSE BLACKBOARD APP	TECHNOLOGY SERVICES	4,500.00			
2050834	TRI-CO FLOORS	CARPET AT NESTOR	MAINTENANCE	4,946.00			
2050835	CUT 'N CORE, INC.	CUT HOLES IN CONCRETE AT NESTOR	MAINTENANCE	1,350.00			
2050836	CORKY'S PEST CONTROL, INC	TERMITE TREATMENT AT SUNNYSLOPE	MAINTENANCE	1,985.00			
2050837	SOLUS GROUP INC	MOBILE LIFT	MAINTENANCE	2,834.24			
2050838	AMAZON CAPITAL SERVICES, INC.	BOOK	SUPERINTENDENT	17.01			
2050839	AMAZON CAPITAL SERVICES, INC.	MONITOR MOUNT	FISCAL SERVICES	87.25			
2050840	***TRAVEL REQUEST	TRAVEL REQUEST	NESTOR LANGUAGE ACADEMY	1.00			
2050841	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050842	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050843	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050844	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050845	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050846	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	435.00			
2050847	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050848	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050849	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050850	***TRAVEL REQUEST	TRAVEL REQUEST	TECHNOLOGY SERVICES	340.00			
2050851	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- READING INVENTORY	BERRY SCHOOL	198.00			

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From Date:	09/04/2019	To Date:	10/01/2019	Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2050852	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- PLANNING AND COLLABORATION	SUNNYSLOPE SCHOOL	164.00			
2050853	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- COMMUNITY VOLUNTEER COORDINATOR- PROFESSIONAL DEVELOPMENT	CENTRAL SCHOOL	198.00			
2050854	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- SUPERVISION ASSISTANT- EXTRA HELP TO ESTABLISH TRAFFIC & GATE ROUTINES	VIP PRESCHOOL	19.50			
2050855	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- PROFESSIONAL DEVELOPMENT	CENTRAL SCHOOL	143.50			
2050856	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- AFTER SCHOOL TUTORING FOR AT RISK TITLE I STUDENTS	IMPERIAL BEACH CHARTER SCHOOL	594.00			
2050857	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- WHSE DRIVER- SURVEY ITEMS	WAREHOUSE	238.00			
2050858	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- NOONTIME SUPERVISOR- EXTRA TIME FOR SUPERVISION	NESTOR LANGUAGE ACADEMY	45.50			
2050859	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- NOONTIME SUPERVISOR- EXTRA TIME FOR MEETING	NESTOR LANGUAGE ACADEMY	6.50			
2050860	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CLERICAL- EXTRA CLERICAL FOR ATTENDANCE	NESTOR LANGUAGE ACADEMY	136.00			
2050861	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- SCHOOL PSYCHOLOGIST- PBIS LESSON IMPLEMENTATION	NESTOR LANGUAGE ACADEMY	330.00			
2050862	***RELEASE REQUEST (P-30)	RELEASE REQUEST- TCRWP PROFESSIONAL DEVELOPMENT	BERRY SCHOOL	996.00			
2050863	***RELEASE REQUEST (P-30)	RELEASE REQUEST- TCRWP PROFESSIONAL DEVELOPMENT	BERRY SCHOOL	996.00			
2050864	HOME DEPOT	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	1,103.77			
2050865	OFFICE DEPOT	OFFICE SUPPLIES	TRANSPORTATION	18.73			
2050866	OFFICE DEPOT	OFFICE SUPPLIES	ONEONTA SCHOOL	108.48			
2050867	AMAZON CAPITAL SERVICES, INC.	LAMINATING POUCHES	SPECIAL EDUCATION	112.49			
2050868	OFFICE DEPOT	GUEST CHAIRS	NESTOR LANGUAGE ACADEMY	1,481.51			
2050869	CALIF SCHOOL BOARDS ASSOCIATION	BOARD WORKSHOP	SUPERINTENDENT	2,700.00			
2050870	RIVERSIDE PUBLISHING CO	TESTING MATERIALS	SPECIAL EDUCATION	1,314.27			

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PO Number	Vendor	Description	For	Amount	
2050871	WESTERN PSYCHOLOGICAL SVC	TESTING MATERIALS	SPECIAL EDUCATION	1,128.05	
2050872	CURRICULUM ASSOCIATES INC	TESTING MATERIALS	SPECIAL EDUCATION	417.93	
2050873	RIVERSIDE PUBLISHING CO	PROTOCOL KITS	SPECIAL EDUCATION	19,887.38	
2050874	HAWTHORNE EDUCATIONAL SERVIC	TESTING MATERIALS	SPECIAL EDUCATION	242.98	
2050875	HAWTHORNE EDUCATIONAL SERVIC	TESTING MATERIALS	SPECIAL EDUCATION	1,333.95	
2050876	KIWANIS CLUB OF IMPERIAL BEACH	MEMBERSHIP DUES	SUPERINTENDENT	216.00	
2050877	PEARSON ASSESSMENTS	TESTING MATERIALS	SPECIAL EDUCATION	3,534.32	
2050878	PEARSON ASSESSMENTS	TESTING MATERIALS	SPECIAL EDUCATION	2,616.72	
2050879	PAR, INC	TESTING MATERIALS	SPECIAL MATERIALS	713.57	
2050880	CAPITAL ONE PUBLIC FINANCING LLC	BUS LOAN PAYMENTS	TRANSPORTATION	89,154.54	
2050881	MAXIM HEALTHCARE SERVICES	STAFFING FOR SUBS	SPECIAL EDUCATION	60,000.00	
2050882	UNITED PLUMBING HEATING AIR & ELECTRIC	WATER SHUT OFFS AT CENTRAL	FACILITIES	9,200.00	
2050883	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	CENTRAL SCHOOL	168.76	
2050884	STAPLES	INSTRUCTIONAL SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	49.33	
2050885	ACSAS FNDTN FOR EDUCL ADMIN	CONFERENCE	HUMAN RESOURCES	479.00	
2050886	AMAZON CAPITAL SERVICES, INC.	BOOKS	PENCE SCHOOL	98.21	
2050887	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	IMPERIAL BEACH CHARTER SCHOOL	21.54	
2050888	AMAZON CAPITAL SERVICES, INC.	STEAM MATERIALS	BAYSIDE SCHOOL	398.89	
2050889	AMAZON CAPITAL SERVICES, INC.	STEP STOOL	IMPERIAL BEACH CHARTER SCHOOL	43.09	
2050890	***TRAVEL REQUEST	TRAVEL REQUEST	SPECIAL EDUCATION	865.05	
2050891	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHERS- PHONICS AND WORD STUDY GROUP MEETING	STUDENT SUPPORT & ACCOUNTABILITY	963.50	
2050892	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- EXTRA HELP- ATTENDANCE ATTENDING DISTRICT MEETING	EMORY SCHOOL	81.00	
2050893	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- HOME INSTRUCTION	SPECIAL EDUCATION	1,086.50	

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PO Number	Vendor	Description	For	Amount			
2050894	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- SUPERVISION ASSISTANT- NOONTIME SUPERVISOR MEETING	BERRY SCHOOL	9.75			
2050895	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- CHOIR	BERRY SCHOOL	297.00			
2050896	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- READING INVENTORY	BERRY SCHOOL	49.50			
2050897	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CLERICAL- SPECIAL PROJECT	BERRY SCHOOL	30.00			
2050898	***FIELD TRIP REQUEST	FIELD TRIP REQUEST	BAYSIDE SCHOOL	334.00			
2050899	OFFICE DEPOT	PRINT SHOP SUPPLIES	PRINT SHOP	28.64			
2050900	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	ONEONTA SCHOOL	1,434.46			
2050901	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	NESTOR LANGUAGE ACADEMY	168.76			
2050902	XEROX CORP	COPIER LEASE AND MAINTENACE	REACHOUT CENTER	2,717.11			
2050903	AMAZON CAPITAL SERVICES, INC.	TECH SUPPLIES	TECHNOLOGY SERVICES	230.07			
2050904	***TRAVEL REQUEST	TRAVEL REQUEST	BUSINESS SERVICES	715.00			
2050905	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	888.40			
2050906	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	1,522.48			
2050907	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- INSTRUCTIONAL ASSISTANT- 1 ON 1 AIDES	SPECIAL EDUCATION	7,853.00			
2050908	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- SLT MEETING W/PRINCIPAL	MENDOZA SCHOOL	82.00			
2050909	BOYS & GIRLS CLUB OF IMP BEACH	MIDDLE SCHOOL SPORTS	IMPERIAL BEACH	2,311.04			
2050910	BOYS & GIRLS CLUB OF IMP BEACH	MIDDLE SCHOOL SPORTS	NESTOR	1,540.69			
2050911	KELLY PAPER CO	PADDING ADHESIVE	IMPERIAL BEACH	19.13			
2050912	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	TRANSPORTATION	175.72			
2050913	COUNTY OF SAN DIEGO AIR POLLUTION	INSPECTION FEE	MAINTENANCE	121.02			
2050914	COUNTY OF SAN DIEGO AIR POLLUTION	PERMIT FEES	TRANSPORTATION	287.00			
2050915	NEWS 2 YOU	UNIQUE LEARNING LICENSE	SPECIAL EDUCATION	692.21			
2050916	IB TROPHIES & AWARDS	STUDENT AWARDS	EMORY	1,386.00			

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PO Number	Vendor	Description	For	Amount			
2050917	BLACKBOARD, INC	SOFTWARE LICENSE BLACKBOARD APP	TECHNOLOGY SERVICES	17,628.00			
2050918	BLACKBOARD, INC	SOFTWARE LICENSE BLACKBOARD APP	TECHNOLOGY SERVICES	24,130.56			
2050919	FOLLETT SCHOOL SOLUTIONS, INC	BOOKS	BAYSIDE	4,163.00			
2050920	NINYO & MOORE	GEOTECHNICAL TESTING AT VIP	FACILITIES	71,248.00			
2050921	TYLER TECHNOLOGIES, INC	IVEE MAINTENENCE AGREEMENT	TECHNOLOGY SERVICES	71,366.49			
2050922	ACSAS FNDTN FOR EDUCL ADMIN	CONFERENCE	HUMAN RESOURCES	648.00			
2050923	AMAZON CAPITAL SERVICES, INC.	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	1,084.39			
2050924	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL SUPPLIES	SPECIAL EDUCATION	735.48			
2050925	UNITED BEHAVIORAL HEALTH	LIABILITY INSURANCE BENEFITS	BUSINESS SERVICES	10,752.79			
2050926	RUSSELL SIGLER INC	HVAC CONTROLS EMORY	FACILITIES	17,537.00			
2050927	VIRCO MFG, INC	CLASSROOM TABLES	NESTOR	708.91			
2050928	CITY OF IMPERIAL BEACH	SEWER SERVICES	FACILITIES	46,812.77			
2050929	WESTERN PSYCHOLOGICAL SVC	TESTING MATERIALS	SPECIAL EDUCATION	8,169.22			
2050930	SCHOLASTIC (INSTR MATERIALS)	INSTRUCTIONAL MATERIALS	IMPERIAL BEACH	75.31			
2050931	SUPER DUPER PUBLICATIONS	INSTRUCTIONAL MATERIALS	SPECIAL EDUCATION	204.67			
2050932	TROXELL COMMUNICATIONS	MEGAPHONES	ONEONTA	296.31			
2050933	ANYTIME SIGN SOLUTIONS	SIGN	FACILITIES	45.26			
2050934	PEARSON EDUCATION	INSTRUCTINAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	140.98			
2050935	PEARSON ASSESSMENTS	TESTING MATERIALS	SPECIAL EDUCATION	10,009.94			
2050936	E.L. ACHIEVE, INC	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	338.09			
2050937	ACADEMIC SUPPLIER	INK FOR PRINTER	TECHNOLOGY SERVICES	446.62			
2050938	AMAZON CAPITAL SERVICES, INC.	BOOK	STUDENT SUPPORT & ACCOUNTABILITY	193.68			
2050939	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	264.83			
2050940	AMAZON CAPITAL SERVICES, INC.	CLASSROOM SUPPLIES	IMPERIAL BEACH CHARTER SCHOOL	37.70			
2050941	AMAZON CAPITAL SERVICES, INC.	TECHNOLOGY SUPPLIES	TECHNOLOGY SERVICES	261.35			

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PO Number	Vendor	Description	For	Amount	
2050942	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	ONEONTA SCHOOL	218.05	
2050943	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	121.28	
2050944	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- HOME INSTRUCTION	SPECIAL EDUCATION	354.75	
2050945	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	NESTOR LANGUAGE ACADEMY	843.75	
2050946	SWING EDUCATION, INC.	RELEASE REQUEST- PROFESSIONAL DEVELOPMENT	PENCE SCHOOL	337.50	
2050947	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	CENTRAL SCHOOL	168.75	
2050948	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	CENTRAL SCHOOL	168.75	
2050949	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	IMPERIAL BEACH CHARTER SCHOOL	18.80	
2050950	DANNIS WOLIVER KELLEY	LEGAL FEES	SUPERINTENDENT	2,165.00	
2050951	SUPER DUPER PUBLICATIONS	INSTRUCTIONAL MATERIALS	SPECIAL EDUCATION	301.63	
2050952	TREE HOUSE INC	INK FOR PRINTER	CENTRAL	190.66	
2050953	ACSAS FNDTN FOR EDUCL ADMIN	CONFERENCE	HUMAN RESOURCES	570.00	
2050954	HEINEMANN PUBLISHING	INSTRUCTIONAL BOOKS	CENTRAL	130.70	
2050955	FOLLETT SCHOOL SOLUTIONS, INC	BOOKS	STUDENT SUPPORT & ACCOUNTABILITY	1,051.84	
2050956	***TRAVEL REQUEST	TRAVEL REQUEST	SPECIAL EDUCATION	865.05	
2050957	***TRAVEL REQUEST	TRAVEL REQUEST	SPECIAL EDUCATION	232.91	
2050958	***TRAVEL REQUEST	TRAVEL REQUEST	TRANSPORTATION	1.08	
2050959	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- INSTRUCTIONAL ASSISTANT- EXTRA HELP	SPECIAL EDUCATION	180.00	
2050960	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- BILINGUAL LIASON- ELPAC	STUDENT SUPPORT & ACCOUNTABILITY	800.00	
2050961	***RELEASE REQUEST (P-30)	RELEASE REQUEST- SUB COVERAGE FOR TEACHERS COLLEGE STAFF DEVELOPERS PROFESSIONAL LEARNING 2019/20	STUDENT SUPPORT & ACCOUNTABILITY	4,150.00	
2050962	AMAZON CAPITAL SERVICES, INC.	TECHNOLOGY SUPPLIES	TECHNOLOGY SERVICES	795.15	
2050963	MULTICARD	VIDEO SURVEILANCE REVIEW AT CENTRAL	FACILITIES	900.00	

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PO Number	Vendor	Description	For	Amount	
2050964	MULTICARD	VIDEO SURVEILANCE REVIEW FOR VIP	FACILITIES	450.00	
2050965	MULTICARD	VIDEO SURVALANCE REVIEW EMORY	FACILITIES	900.00	
2050966	APPLE INC	TK-2 TECHNOLOGY REFRESH AND VAPA/STEM UNITS - BOARD APPROVED 9/12/19	TECHNOLOGY SERVICES	589,695.00	
2050967	LEXIA LEARNING SYSTEMS LLC	LEXIA LICENSING	EMORY	972.00	
2050968	CITY OF IMPERIAL BEACH	SCHOOL RESOURCE OFFICER	BUSINESS SERVICES	22,269.67	
2050969	STANDARD ELECTRONICS	DISCONNECT FIRE SYSTEM ON CE PORTABLES	FACILITIES	886.00	
2050970	DION INTL TRUCK SERVICE	BUS PARTS	TRANSPORTATION	397.98	
2050971	WORLD OIL ENVIRONMENTAL SERVICES	WASTE REMOVAL	TRANSPORTATION	55.00	
2050972	GEARY PACIFIC SUPPLY	WORKSHOP	MAINTENANCE	300.00	
2050973	CABLE, PIPE AND LEAK DETECTION INC	INSPECT PIPES AT VIP	FACILITIES	275.00	
2050974	FOLLETT SCHOOL SOLUTIONS, INC	BOOKS	BAYSIDE	1,100.00	
2050975	REPUBLIC SERVICES OF SAN DIEGO	TRASH & RECYCLING SERVICES	BUSINESS SERVICES	91,000.00	
2050976	COLBI TECHNOLOGIES, INC.	PRE QUAL CONTRACTORS	FACILITIES	2,550.00	
2050977	ALAN'S MUSIC CENTER INC	MUSICAL SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	28,355.49	
2050978	THE CARY COMPANY	INSTRUCTIONAL MATERIALS	STUDENT SUPPORT & ACCOUNTABILITY	1,239.61	
2050979	SAN DIEGO SHEET METAL, INC.	WAREHOUSE ROOF	FACILITIES	61,800.00	
2050980	SAN DIEGO SHEET METAL, INC.	WAREHOUSE ROOF	FACILITIES	3,200.00	
2050981	AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES	SPECIAL EDUCATION	102.62	
2050982	AMAZON CAPITAL SERVICES, INC.	BOOKS	SUPERINTENDENT	80.66	
2050983	METAL CRAFT	INVENTORY TAGS	WAREHOUSE	1,518.95	
2050984	STAPLES	INSTRUCTIONAL SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	95.52	
2050985	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL SUPPLIES	SPECIAL EDUCATION	164.33	
2050986	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- IPLS	HUMAN RESOURCES	231.00	
2050987	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- IPLS	HUMAN RESOURCES	100.00	

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2050988	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- NOONTIME SUPERVISOR- EXTRA TIME	NESTOR LANGUAGE ACADEMY	13.00	
2050989	***RELEASE REQUEST (P-30)	RELEASE FOR SUB COVERAGE FOR TEACHERS COLLEGE STAFF DEVELOPERS PROFESSIONAL LEARNING	STUDENT SUPPORT & ACCOUNTABILITY	1,660.00	
2050990	***RELEASE REQUEST (P-30)	RELEASE FOR SUB COVERAGE FOR TEACHERS COLLEGE STAFF DEVELOPERS PROFESSIONAL LEARNING 2019/20	STUDENT SUPPORT & ACCOUNTABILITY	830.00	
2050991	OFFICE DEPOT	OFFICE SUPPLIES	PENCE SCHOOL	55.45	
2050992	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	CENTRAL SCHOOL	168.76	
2050993	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	EMORY SCHOOL	168.75	
2050994	LEXIA LEARNING SYSTEMS LLC	LEXIA CORE 5 LICENSE	SPECIAL EDUCATION	8,000.00	
2050995	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES	MENDOZA	742.82	
2050996	WORLD OIL ENVIRONMENTAL SERVICES	WASTE DISPOSAL	TRANSPORTATION	65.00	
2050997	WESTERN ENVIRON/SAFETY TECHNOLOGIES	ASBESTOS TESTING AT CE & EM	FACILITIES	32,000.00	
2050998	WESTERN ENVIRON/SAFETY TECHNOLOGIES	ASBESTOS TESTING AT VIP	FACILITIES	16,000.00	
2050999	WESTERN ENVIRON/SAFETY TECHNOLOGIES	TESTING	FACILITIES	7,000.00	
2051000	OTAY COMMUNICATIONS	ANTENNA AT WAREHOUSE	FACILITIES	1,703.40	
2051001	SPECIALIZED THERAPY SERVICES	PT EVALUATIONS	SPECIAL EDUCATION	3,000.00	
2051002	CORODATA SHREDDING, INC.	DESTRUCTION SERVICES	WAREHOUSE	1,561.00	
2051003	TILT UP PAINTING	PAINTING AT NESTOR	FACILITIES	16,850.00	
2051004	MD COATINGS AND SPECIALTY FINISHES	STAGE AT CENTRAL	FACILITIES	4,048.00	
2051005	OMNI CHEER	UNIFORMS	NESTOR	1,646.89	
2051006	TOTEM PD	TRAINING	TRANSPORTATION	1,993.00	
2051007	MR COPY INC / MRC SMART TECH	STAPLES	STUDENT SUPPORT & ACCOUNTABILITY	290.84	
2051008	WESTBERG & WHITE INC	ARCHITECTURAL AT NESTOR	FACILITIES	3,570.00	

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PO Number	Vendor	Description	For	Amount			
2051009	AMAZON CAPITAL SERVICES, INC.	BOOK	STUDENT SUPPORT & ACCOUNTABILITY	21.50			
2051010	STANLEY CONVERGENT SECURITY	ALARM SECURITY SERVICES	TECHNOLOGY SERVICES	1,296.00			
2051011	STANLEY CONVERGENT SECURITY	ALARY SECURITY SYSTEM	TECHNOLOGY SERVICES	1,850.50			
2051012	FOLLETT SCHOOL SOLUTIONS, INC	DESTINY SOFTWARE LICENSE	TECHNOLOGY SERVICES	24,579.00			
2051013	NTH GENERATION COMPUTING, INC.	SERVER BLADE SERVICES	TECHNOLOGY SERVICES	5,040.00			
2051014	NTH GENERATION COMPUTING, INC.	NETWORKING SERVICES	TECHNOLOGY SERVICES	37,320.00			
2051015	NTH GENERATION COMPUTING, INC.	SERVER SWITCH PROJECT	TECHNOLOGY SERVICES	9,920.00			
2051016	NTH GENERATION COMPUTING, INC.	BLADE SERVER	TECHNOLOGY SERVICES	35,170.26			
2051017	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	17.40			
2051018	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	TECHNOLOGY SERVICES	265.00			
2051019	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	NESTOR LANGUAGE ACADEMY	181.83			
2051020	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	SPECIAL EDUCATION	364.82			
2051021	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	STUDENT SUPPORT & ACCOUNTABILITY	244.24			
2051022	ACTENVIRO	HAZ MAT DISPOSAL	FACILITIES	5,500.00			
2051023	TALX CORPORATION, EQUIFAX	WORKFORCE ANALYTICS	HUMAN RESOURCES	19,395.00			
2051024	***FIELD TRIP REQUEST	FIELD TRIP REQUEST	MENDOZA SCHOOL	255.00			
2051025	***FIELD TRIP REQUEST	FIELD TRIP REQUEST	MENDOZA SCHOOL	255.00			
2051026	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	ONEONTA SCHOOL	204.61			
2051027	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	BERRY SCHOOL	506.86			
2051028	***TRAVEL REQUEST	TRAVEL REQUEST	STUDENT SUPPORT & ACCOUNTABILITY	213.84			
2051029	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- PROFESSIONAL DEVELOPMENT	STUDENT SUPPORT & ACCOUNTABILITY	1,312.00			
2051030	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST - TEACHERS- MATH UOS WORK	STUDENT SUPPORT & ACCOUNTABILITY	307.50			
2051031	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- WORK ON THE MATH UNITS OF STUDY	STUDENT SUPPORT & ACCOUNTABILITY	522.75			

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019	Threshold \$1.00		
PO Number	Vendor	Description	For	Amount	
2051032	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CERTIFICATED- PROFESSIONAL DEVELOPMENT	ONEONTA SCHOOL	462.00	
2051033	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CERTIFICATED- MTSS TEAM MEET TO ANALYZE STUDENT DATA	ONEONTA SCHOOL	99.00	
2051034	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- NOONTIME SUPERVISOR- ATTEND NOONTIME SUPERVISOR MEETING	ONEONTA SCHOOL	31.50	
2051035	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- PERFORMING ARTS	BERRY SCHOOL	198.00	
2051036	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- STUDENT WITH A SCIA ASSESSMENT	SPECIAL EDUCATION	577.50	
2051037	***FIELD TRIP REQUEST	FIELD TRIP REQUEST	MENDOZA SCHOOL	456.00	
2051038	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	FACILITIES	240.89	
2051039	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL SUPPLIES	SPECIAL EDUCATION	247.83	
2051040	AMAZON CAPITAL SERVICES, INC.	BOOK	HUMAN RESOURCES	15.91	
2051041	APPLE INC	KEYBAORD/CASE UNITS FOR IPADS	TECHNOLOGY SERVICES	127,683.75	
2051042	ROMANS TRUCK	VEHICLE REPAIR	WAREHOUSE	82.72	
2051043	TREE HOUSE INC	STOCK REPLACEMENT	STORES	349.11	
2051044	SAN DIEGO COUNTY SUPT OF SCHOOLS	ENVELOPES	PENCE	96.00	
2051045	CALIF STAMP COMPANY	CUSTOM STAMP	PENCE	27.33	
2051046	TROXELL COMMUNICATIONS	HEADSETS	PENCE	576.39	
2051047	LINDAMOOD-BELL LEARNING PROCESSES	WORKSHOP	SPECIAL EDUCATION	895.00	
2051048	LAKESHORE LEARNING MATERIALS	INSTRUCTIONAL MATERIALS	SPECIAL EDUCATION	240.24	
2051049	SUPER DUPER PUBLICATIONS	INSTRUCTIONAL MATERIALS	SPECIAL EDUCATION	290.50	
2051050	SUPER DUPER PUBLICATIONS	INSTRUCTIONAL MATERIALS	SPECIAL EDUCATON	93.63	
2051051	SOCIAL THINKING	INSTRUCTIONAL MATERIALS	SPECIAL EDUCATION	161.28	
2051052	DANIELLE WARD-HYNES	REIMBURSEMENT	SPECAIL EDUCATION	300.00	
2051053	MINDWING CONCEPTS, INC.	INSTRUCTIONAL MATERIALS	SPECAIL EDUCATION	229.56	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019		Threshold	\$1.00
PO Number	Vendor	Description	For	Amount	
2051054	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CUSTODIAL- SET UP FOR SCHOOL EVENT	MENDOZA SCHOOL	48.00	
2051055	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	STUDENT SUPPORT & ACCOUNTABILITY	2,690.00	
2051056	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	HUMAN RESOURCES	209.00	
2051057	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	SUPERINTENDENT	83.50	
2051058	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	VIP PRESCHOOL	125.00	
2051059	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	IMPERIAL BEACH CHARTER SCHOOL	155.16	
2051060	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	STUDENT SUPPORT & ACCOUNTABILITY	150.20	
2051061	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	BAYSIDE SCHOOL	1,872.56	
2051062	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	STUDENT SUPPORT & ACCOUNTABILITY	1,229.04	
2051063	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	BUSINESS SERVICES	1,698.12	
2051064	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	TRANSPORTATION	661.41	
2051065	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	SUPERINTENDENT	404.84	
2051066	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	CENTRAL SCHOOL	141.60	
2051067	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	TECHNOLOGY SERVICES	328.03	
2051068	STICKY WRAPZ	UNIFORMS	NESTOR	1,198.18	
2051069	MTI ENTERPRISES INC	VPA PERFORMANCE	MENDOZA	799.99	
2051070	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	SUPERINTENDENT	31.75	
2051071	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIALS	SPECIAL EDUCATION	471.76	
2051072	COALITION ADEQUATE SCH HOUSING	CONFERENCE	FACILITIES	2,312.00	
2051073	SCHOLASTIC (INSTR MATERIALS)	BOOKS	NESTOR	882.64	
2051074	TROXELL COMMUNICATIONS	MEGAPHONES	NESTOR	296.31	
2051075	TROXELL COMMUNICATIONS	HEADSETS	MENDOZA	873.31	
2051076	TROXELL COMMUNICATIONS	HEADSETS	FISCAL SERVICES	52.40	
2051077	ABC SCHOOL EQUIPMENT INC	TACKBOARD	MAINTENANCE	2,087.59	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019	Threshold \$1.00		
PO Number	Vendor	Description	For	Amount	
2051078	US GAMES	TETHERBALLS	MENDOZA	168.09	
2051079	SCHMIDT FIRE PROTECTION	REPAIRS OF FIRE SPRINKLERS	FACILITIES	6,430.00	
2051080	R & L PERFORMANCE AUTO SERVICE	REPAIR VEHICLES	FACILITIES	1,000.00	
2051081	BUSHIVE, INC	BUS HIVE FEE	TRANSPORTATION	1,000.00	
2051082	AMAZON CAPITAL SERVICES, INC.	INSTRUCTIONAL MATERIAL	STUDENT SUPPORT & ACCOUNTABILITY	396.06	
2051083	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	IMPERIAL BEACH CHARTER SCHOOL	168.75	
2051084	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	IMPERIAL BEACH CHARTER SCHOOL	168.75	
2051085	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	IMPERIAL BEACH CHARTER SCHOOL	168.75	
2051086	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	BERRY SCHOOL	84.38	
2051087	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	BERRY SCHOOL	168.75	
2051088	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	BERRY SCHOOL	168.75	
2051089	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	BAYSIDE SCHOOL	337.50	
2051090	DIVISION OF THE STATE ARCHITECT	DSA FILING FEE FOR CENTRAL	FACILITIES	30,250.00	
2051091	DIVISION OF THE STATE ARCHITECT	DSA FILING FEE FOR EMORY	FACILITIES	52,750.00	
2051092	ETA HAND2 MIND	INSTRUCTIONAL MATERIAL	CENTRAL SCHOOL	102.27	
2051093	CASBO	CONFERENCE	PURCHASING	90.00	
2051094	JW PEPPER & SON, INC	MUSIC MATERIALS AND SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	358.09	
2051095	ADELANTE MUJER	CONFERENCE	STUDENT SUPPORT & ACCOUNTABILITY	195.00	
2051096	ADELANTE MUJER	CONFERENCE	NESTOR	840.45	
2051097	FREEFORM CLAY & SUPPLIES	VAPA SUPPLIES	STUDENT SUPPORT & ACCOUNTABILITY	267.50	
2051098	ACADEMIC SUPPLIER	PRINTER	NESTOR	228.16	
2051099	HEINEMANN PUBLISHING	INSTRUCTIONAL MATERIALS	CENTRAL	1,100.96	
2051100	ESPECIAL NEEDS, LLC	INSTRUCTIONAL MATERIALS	SPECIAL EDUCATION	123.64	
2051101	HAMEL INTERIORS, INC.	TABLES	MENDOZA	406.97	
2051102	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	TECHNOLOGY SERVICES	5,657.38	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019		Threshold	\$1.00
PO Number	Vendor	Description	For	Amount	
2051103	AMAZON CAPITAL SERVICES, INC.	BOOKS	SUPERINTENDENT	50.91	
2051104	SKILLPATH	CONFERENCE	PURCHASING	507.00	
2051105	ORIENTAL TRADING CO	INSTRUCTIONAL MATERIALS	BERRY	252.88	
2051106	REALLY GOOD STUFF	INSTRUCTIONAL MATERIALS	IMPERIAL BEACH	73.04	
2051107	THERAPY SHOPPE	CLASSROOM MATERIAL	SPECIAL EDUCATION	238.99	
2051108	SPARKLETTS	WATER DELIVERY	CENTRAL	600.00	
2051109	NO EXCUSES UNIVERSITY	CONFERENCE	PENCE	650.00	
2051110	TIME TIMER LLC	INSTRUCTIONAL MATERIALS	NESTOR	43.74	
2051111	VIRCO MFG, INC	STUDENT CHAIR	SPECIAL EDUCATION	102.76	
2051112	***TRAVEL REQUEST	TRAVEL REQUEST	STUDENT SUPPORT & ACCOUNTABILITY	40.00	
2051113	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- NOONTIME SUPERVISOR- MEETING WITH PRINCIPAL	NICOLOFF SCHOOL	26.00	
2051114	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- CERTIFICATED- SHARED LEADERSHIP MEETING W/PRINCIPAL	EMORY SCHOOL	198.00	
2051115	***FIELD TRIP REQUEST	FIELD TRIP REQUEST	EMORY SCHOOL	260.00	
2051116	***FIELD TRIP REQUEST	FIELD TRIP REQUEST	EMORY SCHOOL	228.00	
2051117	***FIELD TRIP REQUEST	FIELD TRIP REQUEST	EMORY SCHOOL	510.00	
2051118	***PURCHASING CARD	PURCHASING CARD REIMBURSEMENT	NESTOR LANGUAGE ACADEMY	411.86	
2051119	NO EXCUSES UNIVERSITY	ANNUAL RENEWAL NEU	PENCE	149.00	
2051120	***TRAVEL REQUEST	TRAVEL REQUEST	STUDENT SUPPORT & ACCOUNTABILITY	40.00	
2051121	***TRAVEL REQUEST	TRAVEL REQUEST	STUDENT SUPPORT & ACCOUNTABILITY	40.00	
2051122	***TRAVEL REQUEST	TRAVEL REQUEST	SPECIAL EDUCATION	40.00	
2051123	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- NOONTIME SUPERVISORS- LEADER IN ME PROFESSIONAL DEVELOPMENT	NICOLOFF SCHOOL	130.00	
2051124	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- LEADER IN ME PROFESSIONAL DEVELOPMENT	NICOLOFF SCHOOL	3,300.00	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019		Threshold	\$1.00
PO Number	Vendor	Description	For	Amount	
2051125	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- PSYCHOLOGIST- LEADER IN ME PROFESSIONAL DEVELOPMENT	NICOLOFF SCHOOL	165.00	
2051126	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- PLC MEETING	NICOLOFF SCHOOL	181.50	
2051127	ERICKSON-HALL CONSTRUCTION CO.	CONSTRUCTION AT VIP PRESCHOOL	FACILITIES	128,250.00	
2051128	ERICKSON-HALL CONSTRUCTION CO.	CONSTRUCTION AT CENTRAL	FACILITIES	42,750.00	
2051129	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	14.50	
2051130	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	24.00	
2051131	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	21.11	
2051132	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	21.11	
2051133	***TRAVEL REQUEST	TRAVEL REQUEST	HUMAN RESOURCES	16.82	
2051134	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- INSTRUCTING STUDENTS IN MATH	CENTRAL SCHOOL	102.50	
2051135	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- SLT MEETING	MENDOZA SCHOOL	66.00	
2051136	***PERSONNEL REQUEST	ADDITIONAL TIME REQUEST- TEACHER- SLT MEETING	MENDOZA SCHOOL	123.75	
2051137	SWING EDUCATION, INC.	SUBSTITUTE TEACHER	CENTRAL SCHOOL	168.76	
2060134	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	824.35	
2060135	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	770.38	
2060136	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,321.99	
2060137	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	788.90	
2060138	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,480.46	
2060139	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	631.44	
2060140	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,177.11	
2060141	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	20,722.93	
2060142	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	373.80	
2060143	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	269.39	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019		Threshold	\$1.00		
PO Number	Vendor	Description		For		Amount	
2060144	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		967.36	
2060145	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,167.43	
2060146	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		946.62	
2060147	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		668.18	
2060148	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		697.46	
2060149	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		913.75	
2060150	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,327.39	
2060151	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		9,805.97	
2060152	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,647.25	
2060153	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,544.63	
2060154	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,974.23	
2060155	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,227.03	
2060156	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		2,106.88	
2060157	P & R PAPER SUPPLY	STOCK REPLACEMENT		CHILD NUTRITION		2,311.50	
2060158	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,461.12	
2060159	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,094.96	
2060160	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,438.11	
2060161	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		2,295.43	
2060162	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		2,279.12	
2060163	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,647.05	
2060164	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,319.52	
2060165	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		890.81	
2060166	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,481.80	
2060167	GOLD STAR FOODS	STATE FEE		CHILD NUTRITION		1,016.10	
2060168	GOLD STAR FOODS	STOCK REPLACEMENT		CHILD NUTRITION		1,602.09	

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019		Threshold	\$1.00		
PO Number	Vendor	Description	For	Amount			
2060169	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,621.60			
2060170	P & R PAPER SUPPLY	STOCK REPLACEMENT	CHILD NUTRITION	2,505.23			
2060171	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,531.31			
2060172	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,864.24			
2060173	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,479.56			
2060174	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	12,920.63			
2060175	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,606.79			
2060176	MISSION JANITORIAL SUPPLIES	TRASH CANS	CHILD NUTRITION	251.30			
2060177	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,340.39			
2060178	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	12,864.93			
2060179	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	8,379.84			
2060180	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,815.25			
2060181	AMAZON CAPITAL SERVICES, INC.	STOREKEEPER SUPPLIES	CHILD NUTRITION	86.02			
2060182	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	960.77			
2060183	SAN DIEGO COUNTY SUPT OF SCHOOLS	ENVELOPES	CHILD NUTRITION	172.40			
2060184	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,451.67			
2060185	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	2,165.63			
2060186	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,050.93			
2060187	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	886.58			
2060188	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,764.70			
2060189	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,601.03			
2060190	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,432.23			
2060191	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	124.00			
2060192	NAPA AUTO AND TRUCK PARTS	TRUCK PARTS	CHILD NUTRITION	121.99			

South Bay Union School District

PO Board Report Over Threshold

Fiscal Year: 2019-2020

From Date: 09/04/2019		To Date: 10/01/2019		Threshold \$1.00	
PO Number	Vendor	Description	For	Amount	
2060193	P & R PAPER SUPPLY	STOCK REPLACEMENT	CHILD NUTRITION	2,463.84	
2060194	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,154.31	
2060195	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	30,000.00	
2060196	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	15,000.00	
2060197	OFFICE DEPOT	OFFICE SUPPLIES	CHILD NUTRITION	239.42	
2060198	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	816.31	
2060199	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,212.36	
2060200	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	979.98	
2060201	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,327.54	
2060202	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,724.95	
2060203	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	847.94	
2060204	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	1,391.72	
2060205	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	812.05	
2060206	GOLD STAR FOODS	STOCK REPLACEMENT	CHILD NUTRITION	724.50	
2060207	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	257.44	
2060208	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	615.81	
2060209	TEMPERATURE DESIGN REFRIGERATION, INC	REPAIRS	CHILD NUTRITION	442.24	
2060210	***PURCHASING CARD	P-CARD	CHILD NUTRITION	205.83	
2060211	SKILLPATH	REGISTRATION FEE	CHILD NUTRITION	338.00	
			Total POs:	434	Total Amount 2,578,742.95
End of Report					

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Award of Bid 341

BACKGROUND INFORMATION

The Facilities Planning Department is in the process of installing a new metal roof at the District Warehouse.

CURRENT CONSIDERATIONS

San Diego Sheet Metal, Inc. was the lowest responsible bidder for this project. The bid opening for took place on September 4, 2019. This project consists of removing and disposing of the existing metal roofing and installing a new roof using 24-6A PBR panels. A new ridge cap, gable trim and gutters will also be installed.

IMPACT ON STUDENT ACHIEVEMENT

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

FINANCIAL IMPLICATIONS

Contract amount for Bid 341 is \$61,000. Change Order 1, to increase the metal gauge of the roof from 26-6A PBR panels to 24-6A PBR panels, is \$3,200. Total cost of this project is \$65,000.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval to award Bid 341 to San Diego Sheet Metal, Inc.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

TO: Katie McNamara, Ed.D., District Superintendent
FROM: Janea Marking, Assistant Superintendent, Business Services
SUBJECT: Rejection of Claim 572139

BACKGROUND INFORMATION

A claim has been filed against the District as a result of student accident on April 8, 2019.

CURRENT CONSIDERATIONS

The District's liability carrier recommends that the Board reject the claimant's claim for damages.

IMPACT ON STUDENT ACHIEVEMENT

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

FINANCIAL IMPLICATIONS

There are no financial implications related to this item.

RECOMMENDATION

It is respectfully requested that the Superintendent recommend approval of the rejection of Claim 572139.

SUPERINTENDENT'S RECOMMENDATION

Recommend approval.

ATTACHMENTS:

Description

Upload Date Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

October 10, 2019

ATTACHMENTS:

Description	Upload Date	Type
Certificated	10/4/2019	Exhibit
Classified	10/4/2019	Exhibit
Certificated Addendum	10/10/2019	Exhibit
Classified Addendum	10/10/2019	Exhibit

**SOUTH BAY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING – OCTOBER 10, 2019**

CERTIFICATED PERSONNEL ACTIVITY LIST

Approve/Ratify Employment – Temporary Contract

Name	Position	Salary	Effective Date
Boyd, William	ME – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
Ecker, Heather	BA – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
Gutierrez, Maria Rocio	BA – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
Joseph, Regina	PE – Teacher	Class VI / Step 6	10/11/2019-06/02/2020
Perez, Noemi	ON – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
Perez-Swanson, Gabriela	ME – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
Rodriguez, Gabrielle	BE – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
Rowley, April	ON – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
Ta, Nicki	ME – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020

Approve/Ratify Employment - Substitutes/Extra Help - Day-to-Day

Name	Position	Salary	Effective Date
Abaloyan, Lalie	Guest Teacher	\$125.00/day	09/09/2019
Alvarez-Alfaro, Claudia	Guest Teacher	\$125.00/day	10/14/2019
Bretz, Brisa	Guest Teacher	\$125.00/day	09/16/2019
Joseph, Regina	Guest Teacher	\$125.00/day	09/18/2019
Nay, Jamie	Guest Teacher	\$125.00/day	09/16/2019
Perez-Swanson, Gabriela	Guest Teacher	\$125.00/day	09/09/2019
Pulido Lopez, Jose	Guest Teacher	\$125.00/day	09/09/2019
Rodriguez, Gabrielle	Guest Teacher	\$125.00/day	09/16/2019
Ruiz, Sergio	Guest Teacher	\$125.00/day	09/09/2019
Wraith, Patrick	Guest Teacher	\$125.00/day	09/16/2019

Approve/Ratify Employment

Name	Position	Salary	Effective Date
Solis, Guadalupe	NE – Asst. Principal	Range 1 / Step 1	09/23/2019

Request for Leave of Absence - Recommended Approval

Name	Position	Reason	Beginning Date	Ending Date
Manriquez, Fabiola	VIP-Preschool Teacher	Personal	10/24/2019	12/13/2019
Ramos, Claudia	VIP-Preschool Teacher	Personal	10/25/2019	12/20/2019

**SOUTH BAY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING – OCTOBER 10, 2019**

CLASSIFIED PERSONNEL ACTIVITY LIST

Approve/Ratify Employment - Substitutes/Extra Help - Day-to-Day

Name	Position	Salary	Effective Date
Estrada Marin, Ana	Inst. Asst. / Sup. Asst.	19 / 13	09/12/2019
Rios, Erik	School Bus Driver	31	09/20/2019

Approve/Ratify Employment

Name	Position	Site	Salary	Effective Date
Canedo, Irma	Supervision Assistant	Nestor	13-1	10/11/2019
Hernandez-Barcenas, Maricela	Supervision Assistant	IBCS	13-1	10/11/2019
Hoffman, Victoria	Sp. Ed. Inst. Assistant	Oneonta	22-1	10/11/2019
Leon, Ricardo	Supervision Assistant	IBCS	13-1	10/11/2019
Montiel, Araceli	Supervision Assistant	Nestor	13-1	10/11/2019
Navarro, Nelly	Supervision Assistant	VIP	13-1	10/11/2019
Rios, Erik	School Bus Driver	Transportation	31-1	10/11/2019
Salazar, Elizabeth	Supervision Assistant	Nestor	13-1	10/11/2019

Resignation/Retirement Accepted by Superintendent (For Information Only)

Name	Position	Site	Submission Date	Acceptance Date	Effective Date
Barrios, Jazmin	Supervision Asst.	IBCS	09/13/2019	09/18/2019	09/20/2019-RS
Christian, Audrey	Supervision Asst.	IBCS	09/20/2019	09/25/2019	09/20/2019-RS

Transfers, Lateral Transfers, and other Personnel Actions (For Information Only)

Name	Action	Effective Date
Gonzalez, Sandra	Transfer from 2 hr. NE Sup. Asst. to 2 hr. NE Sup. Asst. position	8/29/19
Mendoza, Rebeca	Transfer from 1.5 hr. BE Sup. Asst. to 2 hr. BE Sup. Asst. position	9/13/19

**SOUTH BAY UNION SCHOOL DISTRICT
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CERTIFICATED PERSONNEL ACTIVITY LIST

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Perez, Noemi	ON – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
Perez-Swanson, Gabriela	ME – Impact Teacher	4 hrs/day @ \$153.76	10/11/2019-06/02/2020
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Nay, Jamie	Guest Teacher	\$125.00/day	09/16/2019
Perez-Swanson, Gabriela	Guest Teacher	\$125.00/day	09/09/2019
Pulido Lopez, Jose	Guest Teacher	\$125.00/day	09/09/2019
Rodriguez, Gabrielle	Guest Teacher	\$125.00/day	09/16/2019
Ruiz, Sergio	Guest Teacher	\$125.00/day	09/09/2019
Wraith, Patrick	Guest Teacher	\$125.00/day	09/16/2019

Approve/Ratify Employment

Name	Position	Salary	Effective Date
Solis, Guadalupe	NE – Asst. Principal	Range 1 / Step 1	09/23/2019

Resignation/Retirement Accepted by Superintendent (For Information Only)

Name	Position	Site	Submission Date	Acceptance Date	Effective Date
Grondek, Jennifer	Principal	Emory	10/07/2019	10/10/2019	10/18/2019-RS

Request for Leave of Absence - Recommended Approval

Name	Position	Reason	Beginning Date	Ending Date
Manriquez, Fabiola	VIP-Preschool Teacher	Personal	10/24/2019	12/13/2019
Ramos, Claudia	VIP-Preschool Teacher	Personal	10/25/2019	12/20/2019

**SOUTH BAY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING – OCTOBER 10, 2019**

CLASSIFIED PERSONNEL ACTIVITY LIST

Approve/Ratify Employment - Substitutes/Extra Help - Day-to-Day

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Rios, Erik	School Bus Driver	31	09/20/2019

Approve/Ratify Employment

Name	Position	Site	Salary	Effective Date
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Hernandez-Barcenas, Maricela	Supervision Assistant	IBCS	13-1	10/11/2019
Hoffman, Victoria	Sp. Ed. Inst. Assistant	Oneonta	22-1	10/11/2019
Leon, Ricardo	Supervision Assistant	IBCS	13-1	10/11/2019
Montiel, Araceli	Supervision Assistant	Nestor	13-1	10/11/2019
Navarro, Nelly	Supervision Assistant	VIP	13-1	10/11/2019
Rios, Erik	School Bus Driver	Transportation	31-1	10/11/2019
Salazar, Elizabeth	Supervision Assistant	Nestor	13-1	10/11/2019

Resignation/Retirement Accepted by Superintendent (For Information Only)

Name	Position	Site	Submission Date	Acceptance Date	Effective Date
Barrios, Jazmin	Supervision Asst.	IBCS	09/13/2019	09/18/2019	09/20/2019-RS
Christian, Audrey	Supervision Asst.	IBCS	09/20/2019	09/25/2019	09/20/2019-RS
Maalis, Allison	Custodian	Ed. Center	10/07/2019	10/10/2019	10/03/2019-RS
Vazquez, Ivonne	Supervision Asst.	Mendoza	10/07/2019	10/10/2019	10/18/2019-RS

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