REPORT

THE CITY OF SAN DIEGO
TO THE PARK AND RECREATION BOARD

DATE ISSUED: October 6, 2014 REPORT NO. 102

ATTENTION: Park and Recreation Board
Agenda of October 16, 2014

SUBJECT: Termination of Washington Elementary School/Amici Park Lease Agreement and Joint Use and Activities

SUMMARY

Issue – Should the Park and Recreation Board approve the termination of the Washington Elementary School/Amici Park Lease Agreement?

Director's Recommendation – Yes, the Director recommends the termination of the lease agreement.

Other Recommendations –

- On June 28, 2011, at its regularly scheduled public meeting, the San Diego Unified School District Board considered the proposal by the LIA to redevelop the Washington Elementary recreational area and directed staff to initiate termination of the lease/joint use agreements with the City and enter into negations with LIA for use of the space.
- On September 17, 2014, at their regularly scheduled public meeting, the Downtown Planning Committee heard the District's and Park and Recreation Department's proposal to terminate the Lease Agreement and expressed unanimous support for terminating the lease agreement as requested by the District.
- On October 1, 2014, the Community Parks I Division Area Committee also expressed unanimous support for terminating the lease agreement as requested by the District.

Fiscal Impact – Should the proposed action be adopted, the currently budgeted 0.30 Grounds Maintenance Worker II position and the other personnel and non-personnel expenses associated with the maintenance and operations at Amici Park can be re-allocated to other Park and Recreation facilities within the Downtown/Centre City community planning Downtown area.

BACKGROUND

In the 1990's, the Redevelopment Agency of the City of San Diego (Agency) entered into agreements with the San Diego Unified School District (District) for the Agency to acquire and

consolidate land to expand Washington Elementary School, which is located in the Little Italy neighborhood of the Downtown/Centre City community planning area in Downtown San Diego. After the property was fully developed, the Agency conveyed all of its title and interest to the City.

On October 25, 1993, the District and the City entered into a 25 year agreement for the construction, operation, maintenance and lease of turfed field and recreation facilities at Washington Elementary School (Lease Agreement). The Lease Agreement was set to expire in June 2018. This agreement provided turfed recreational facilities to supplement park acreage in the Little Italy neighborhood; it included the area directly north of the elementary school, as shown in the attached map. (Exhibit A of the Lease Agreement). The total acreage of the combined spaces is approximately one and a half acres.

On March 30, 1994, the District and the City entered into a second 25 year agreement, an 'Agreement for the Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School site' (Joint Use Agreement). This agreement expanded the recreational facilities at Washington Elementary school by adding more turfed acreage southeast of the school site, adjacent to Date Street. The Joint Use Agreement further stated that upon conveyance of the property to the District, the Joint Use Agreement automatically expired and that the Lease Agreement would be amended to include the joint use area adjacent to Date Street. Thus, under the terms of the Lease Agreement, the Joint Use Agreement would expire either upon conveyance of the property or within 25 years (in 2019), whichever came first. The Joint Use Agreement also contained provisions which allowed the modification of the Lease Agreement, contingent upon mutual consent between the parties. The City Council approved the Joint Use Agreement under Resolution Number R-10859.

Under the conditions of the agreements adopted per the Resolution listed above, once the District satisfied its obligation to reimburse the Agency for the acquisition and development of the property, the City was to transfer the property to the District. The District satisfied the obligation and the property was transferred to the District from the City in March 2014. Thus, the Joint Use Agreement itself has already terminated.

However, rather than amend and extend the time frame of the Lease Agreement as was outlined by the original agreements, the District has proposed to terminate joint use activities at the Washington Elementary/Amici Park site. The Little Italy Association (LIA) made a proposal to the District in 2011 to redevelop the joint use area to include a dog park, a restroom and other amenities. In June 2011, after a public presentation of the LIA proposal to the District Board at a regular Board meeting, the Board approved actions to end joint use activities and move forward with implementation of the LIA Proposal. On June 23, 2014, the City received a letter from the District formally requesting termination of the agreements providing joint use at both the north and southeast areas adjacent to Washington Elementary and known collectively as Amici Park. In various discussions between the 2011 District Board action and the June 2014 letter, District staff has indicated to the City that they intend to move forward with the LIA proposal and work with the LIA to develop the property into a dog park as well as continue the use as a public space, with the many public activities that have traditionally taken place over the last several years, including the 'Mercado' which uses the parking lot to the north, the Art Walk event and other public events. Given that the District has stated to City staff that the property will continue to function as a public space, but the termination of the agreements will release the City from its maintenance and operations obligations for the property, the Park and Recreation Department

feels that the termination of the agreements would be beneficial to the City without disruption of the traditional use of the space.

In response to the formal request from the District to the City to terminate the agreements, the Park and Recreation Department consulted with the Park Planning staff of the City's Planning Department (Park Planning). Joint-use sites play an important role in meeting the City's General Plan Standards for population-based parks. However, while the termination of the agreements will reduce the City's park equivalency acreage, the actual amount of available recreational space in the Downtown/Centre City community is expected to increase with several new parks planned in Downtown within the next decade. Additionally, there will be new public recreational space available soon in the Little Italy neighborhood, including the recently proposed Piazza Famiglia, located at India and Date Streets, just a few blocks south of Amici Park. Based on these considerations, Park Planning also supports the District's request to terminate the Agreements.

Pending action by the Park Board, the recommendation to terminate the Lease Agreement will be scheduled to be heard by the Public Safety and Livable Neighborhoods Committee in November 2014, prior to submittal to the full City Council for consideration.

Respectfully submitted,

Kathryn Ruiz
Deputy Director, Community Parks I Division
(KR)

Approved by: Andrew Field
Assistant Director

Attachments:
A: Letter from San Diego Unified School District, June 17, 2014
B: Letter from the San Diego Unified School District, September 16, 2014
C: San Diego Unified School District Board item, June 28, 2011

cc: Honorable Todd Gloria, Council President, Council District 3
Herman D. Parker, Park and Recreation Director, City of San Diego
Robin Shifflet, Development Project Manager III, Park Planning, Planning Department
Randy White, San Diego Unified School District

San Diego Unified
SCHOOL DISTRICT

RECEIVED
JUN 23 2014
Park And Recreation Department
Administrative Services Division

Randy White
Interim Director
Real Estate Department
P - 619 725-7375
F - 619 725-7382
rwhite1@sandi.net

June 17, 2014

Herman Parker, Director Park & Recreation
City of San Diego
202 C Street, MS-37C
San Diego, CA 92101

Dear Mr. Parker:

San Diego Unified School District (District) is formally requesting the City of San Diego (City) pursue terminating the current joint use agreement, which includes the Amici Park natural turf, as well as the play area to the north of the school along State Street. District has informally requested the City begin the termination process. In a meeting with the City this morning, the District was asked to make the request formal.

In the 1990s, a Joint Use Agreement was signed between the City and District, outlining joint development of expansion property, funded by the Redevelopment Agency (Agency), for school and recreation purposes.

Concurrently, the Agency and the City, and the Agency and District entered into agreements describing a method whereby the expansion property would be developed and how District would repay the Agency for a portion of those developments and how then the deed to the expansion property would be transferred to the District. The conditions for the agreements have been met, and the City transferred the deed for the expansion property to the District on March 7, 2014.

On March 7, 2011, the Little Italy Association (LIA) sent a letter via email to Board Member Scott Barnett stating its desire to develop a leash-free pet area on a portion of the turf playground at Washington Elementary School, which is also known as Amici Park.

At its June 28, 2011, regular meeting, the Board of Education authorized District staff to negotiate an agreement with LIA Association for a leash-free dog park at Amici Park. On January 14, 2014, the Board approved a license agreement with LIA and directed staff to terminate the joint use agreement with the City.

City staff has expressed interest in terminating the Joint Use Agreement early, due to the park's size, which falls below the two-acre standard for City maintenance. The Joint Use

Agreement allows early termination only upon the mutual agreement of the District and the City.

Please begin the process to terminate the joint use agreement. Contact me if you have any questions or concerns.

Sincerely,

Randy White
Real Estate Office Supervisor

c: A. Field
G. Fuller
R. Shifflet

Attachment B

San Diego Unified
SCHOOL DISTRICT

Gene Fuller
Director, Real Estate
Real Estate Department
P - 619 725-7045
F - 619 725-7382
gfuller@sandi.net

September 16, 2014

Herman Parker, Director Park & Recreation
City of San Diego
202 C Street, MS-37C
San Diego, CA 92101

Dear Mr. Parker:

San Diego Unified School District (District) is formally requesting the City of San Diego (City) pursue terminating both the 1993 Agreement for Construction Operation Maintenance and Lease of Turfed Field and Recreation Facilities as well as the March 1994 Agreement for Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School Site.

The March 1994 Lease Agreement states, "the agreement shall be amended by the City and District to incorporate the Expansion Property and to automatically extend the term of the Lease Agreement to a date calculated by adding 25 years to the date when the Expansion Property was conveyed from Agency to City...." The District does not wish to extend the term of the Lease Agreement.

City staff has expressed interest in terminating the Joint Use Agreement early, due to the park's size, which falls below the two-acre standard for City maintenance. The Agreements allow early termination only upon the mutual agreement of the District and the City.

Please begin the process to terminate the agreements.. Contact me if you have any questions or concerns.

Sincerely,

Gene Fuller
Director, Real Estate

c: A. Field
R. Shifflet
R. White

San Diego Unified
SCHOOL DISTRICT

Agenda Item Details

Meeting	Jun 28, 2011 - Regular Meeting, 2:00 P.M.
Category	I. District Operations
Subject	6. Authorization to Negotiate a Joint-Use Agreement with Little Italy Association Regarding Off-Leash Dog Park on Land Adjacent to Washington Elementary School and Exception to Administrative Procedure 5150 in Order to Proceed with Agreement; BUDGETED: N/A (OE-9)
Type	Action
Fiscal Impact	No
Budgeted	No

RECOMMENDATION: District staff is requesting that the board permit staff to negotiate an agreement with the Little Italy Association regarding its proposal for an off-leash dog park on land adjacent to Washington Elementary School. An agreement cannot be entered into until (1) the City of San Diego conveys the property to the district; and (2) the board approves an exception to Administrative Procedure 5150.

FISCAL IMPACT: None.

PRIOR YEAR FISCAL IMPACT: None.

IMPACT TO DISTRICT STAFFING: None.

CONSULTATION WITH BOARD ADVISORY COMMITTEE: Not applicable.

BACKGROUND: On March 7, 2011 the Little Italy Association (Association) sent a letter via e-mail (Exhibit 1) to Board Trustee Scott Barnett stating the Association's desire to develop a leash-free pet area on a portion of the turf playground at Washington Elementary School, which is not surplus property. The Association is requesting an endorsement from the board.

The Redevelopment Agency of the City of San Diego (Agency), City and the District entered into agreements in the 1990's for the Agency to acquire and consolidate land to expand Washington Elementary School per the Little Italy Focus Plan and the Washington School Expansion Committee's direction. Promptly after the expansion property was fully developed, the Agency conveyed all of its title and interest to the City. Once the district satisfied its obligation to reimburse the Agency, which the district has done, the City is to convey the expansion property to the district. District staff has met with City staff to initiate the process to convey the expansion property to the district since no agreement can be entered into with the Association until this conveyance has transpired and district is the record land owner. (See Exhibit 2 for approximation of City land to be deeded to district)

On October 25, 1993, the district and City entered into a 25-year joint use agreement for the construction, operation, maintenance and lease of a turfed field and recreation facilities at Washington Elementary School located in the northwest corner of the site. This agreement

expires in October 2018, although the school does not use currently use this park. (See northwest corner of Exhibit 2 for approximation of joint use area with City).

On March 30, 1994, the City and district entered into a 25-year "Agreement for Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School Site." The City's Park and Recreation Department (PRD) staff currently maintains the approximately one (1) acre turfed parcel known as Amici Park. This agreement does not currently expire until March 2019; however, the agreement states it may be amended or renewed by mutual, written consent of district and City as permitted by law. (See southeast corner of Exhibit 2 for approximation for joint use area with City).

The City intends to terminate early both of the 1993 and 1994 joint use agreements due to various reasons; one of them being that the current joint use area of the 1994 agreement is well below the standard two acres desirable for a park and the off-leash dog park will cause the acreage to become extremely substandard.

On January 14, 2011, district and City (PRD and Council District 2) staff met with members from Centre City Development Corporation (CCDC) and Association to discuss the possibility of an off-leash dog park on a portion of the joint use turf field. The Association is interested in constructing, operating and maintaining an off-leash dog park which would be separated into two areas - one for large dogs and one for small dogs. The Association also proposed locating a snack/restroom structure just north of the small dog area to service the adjacent Amici Park as well as the dog park. The Association is requesting board approval in order to raise funds to fence the area off from the school, purchase and locate the snack/restroom structure and to raise monies to maintain the off-leash area once it is constructed. (See Exhibit 2 for approximation of proposed off-leash dog park)

The board would need to approve an exception to Administrative Procedure 5150, Section 10 (Page 6), Animals on School Grounds which states in relevant part, "...all dogs are prohibited on school grounds, both during and after school hours..." Currently, dogs are permitted on joint use fields but must adhere to City's municipal codes which basically state that dogs must be on lease at all times and owners shall not allow their dogs to defecate or urinate on public property or any improved private property (owners must clean up after their dogs with an appropriate receptacle.) The principal is concerned about dogs being on campus before, during and after school currently and the students having to bear the consequences of dog messes that are not cleaned up by their owners. The principal also wants to continue to develop the relationship with the surrounding neighbors/residents. (A copy of Administrative Procedure 5150 is attached)

Under Education Code section 17529, prior to entering into a joint use agreement, the school district governing board shall determine that the proposed joint occupancy and use of school district property will not do any of the following:

1. Interfere with the educational program or activities of any school or class conducted upon the real property or in any building.
2. Unduly disrupt the residents in the surrounding neighborhood.
3. Jeopardize the safety of the children of the school.

If the board approves the off-leash dog park, district staff would negotiate a joint use agreement which would include, but not be limited to, the following:

- Term of the agreement shall not exceed five years (Education Code section 17534(a));
- Property boundaries shall adhere to space limitations (Education Code section 17531);

- Use of property by Association must comply with zoning, use permits and construction and safety requirements (Education Code section 17533);
- Required improvements (i.e., fencing) paid for by Association must be completed to District standards;
- Association shall provide ongoing maintenance responsibilities;
- Association shall provide utilities (i.e. water area for pets, any utilities for snack shack/restroom structure).
- Association shall provide indemnity, defense, and required insurance.
- Association shall pay fair market value for use of property (Education Code section 17535(a) states that except for public entities, no agreement entered into by a school district under this article shall rent or lease vacant classrooms or other space in operating schools for less than fair market value for comparable facilities);
- Board must approve an exception to Administrative Procedure 5150;
- Board has made the findings described in Education Code section 17529.

[Originator/Contact: Roy MacPhail, Director, Instructional Facilities Planning, Office of the Deputy Superintendent Business, 619.725.7370, rmacphail@sandi.net]

Exh 1 for 6-28-11 board item.pdf (241 KB) Exhibit 2 for 6-28-11 board item.pdf (227 KB)

bp5150.pdf (53 KB)

Workflow

Workflow	Jun 9, 2011 5:33 PM :: Submitted by Randy White. Routed to Roy MacPhail for approval. Jun 10, 2011 9:17 AM :: Approved by Roy MacPhail. Routed to Sandra Chong for approval. Jun 15, 2011 4:30 PM :: Approved by Sandra Chong. Routed to Phil Stover for approval. Jun 20, 2011 4:02 PM :: Approved by Phil Stover. Routed to Ami Shackelford for approval. Jun 23, 2011 11:51 AM :: Approved by Ami Shackelford. Routed to Ron Little for approval. Jun 23, 2011 12:13 PM :: Final approval by Ron Little

Exhibit 1

March 7, 2011

Honorable Scott Barnett
Board Member
San Diego Unified School District
4100 Normal Street
San Diego, CA 92103

Sent via e-mail

SUBJECT: **Approval by the School Board regarding the Little Italy Association's Desire to Develop a Leash-Free Pet Area on a Portion of the Playground at Washington Elementary School**

Dear Mr. Barnett:

At its February Board of Directors meeting, the Little Italy Association voted unanimously to approve the attached conceptual design for segregation of a small southern portion of the grass playing field at Washington Elementary School for use as a neighborhood dog park. The purpose of the design is to separate neighborhood dogs from the children's play area on the playground while providing safe areas for local pets to interact and exercise. As a resident of this community, you can appreciate how the use of the area without boundaries for unleashed dogs has been a losing battle, resulting in the soiling of the field and the consequences borne by the children the next day.

The Little Italy Association has worked with School Board Facilities staff; San Diego Park and Rec. Staff; Washington Elementary Principal and Staff; the District 2 Council office; and the Center City Development staff to develop an innovative solution to the consequences resulting from the mixed use of this playground area. Before we can proceed with efforts to segregate the pet area from the children's area, we need written endorsement of this concept from the School Board. As a pre-requisite from CCDC and the San Diego Park and Rec. Department, School Board approval is needed before we can raise funds for the physical improvements and alterations to the park. The Little Italy Association will commit to maintain the leash-free pet area once created, and will work with the School District to determine the hours of use.

Please docket this item for consideration by the School Board at your earliest convenience. If your staff needs assistance in the wording of support for this project,

LITTLE ITALY ASSOCIATION OF SAN DIEGO
1668 Columbia Street ▪ San Diego, CA 92101 ▪ Phone: 619-233-3898 ▪ Fax: 619-233-4866
Email: mail@littleitalysd.com ▪ Website: www.littleitalysd.com
Facebook: Little Italy Association of San Diego ▪ Twitter: @LittleItalySD

please have them call our Chief Executive Administrator, Marco Li Mandri, at the Little Italy Association office, 619 233-3898.

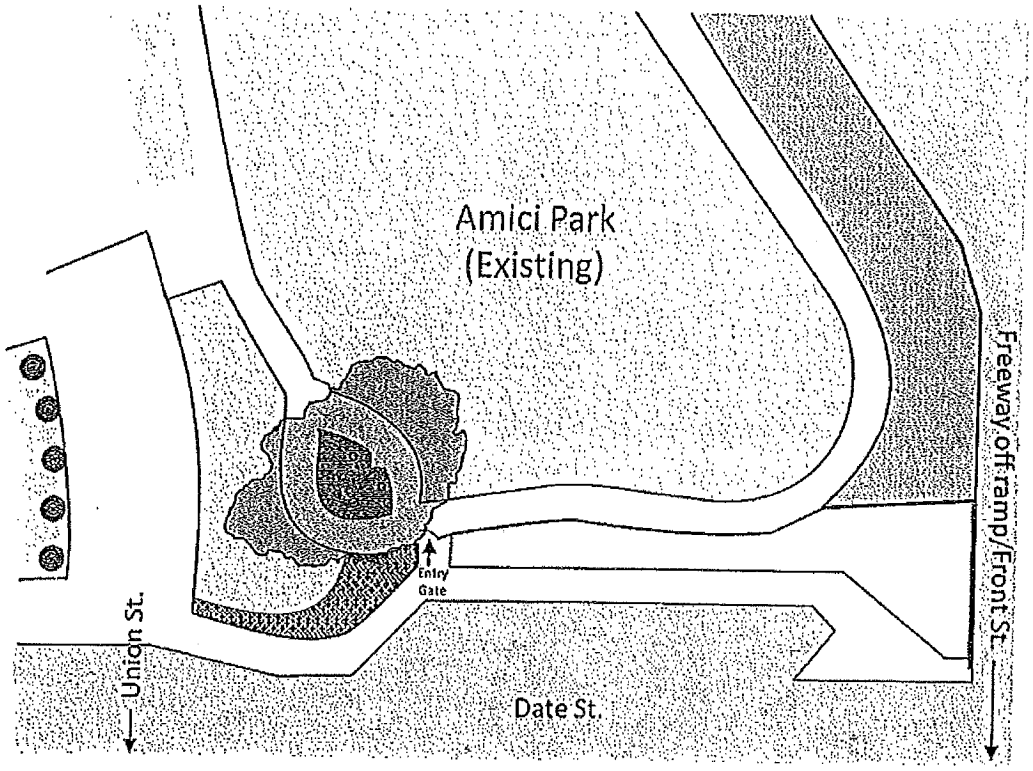
Thank you for your ongoing support of our efforts to make Little Italy a better community for the residents, the children and the community at large, including our pets.

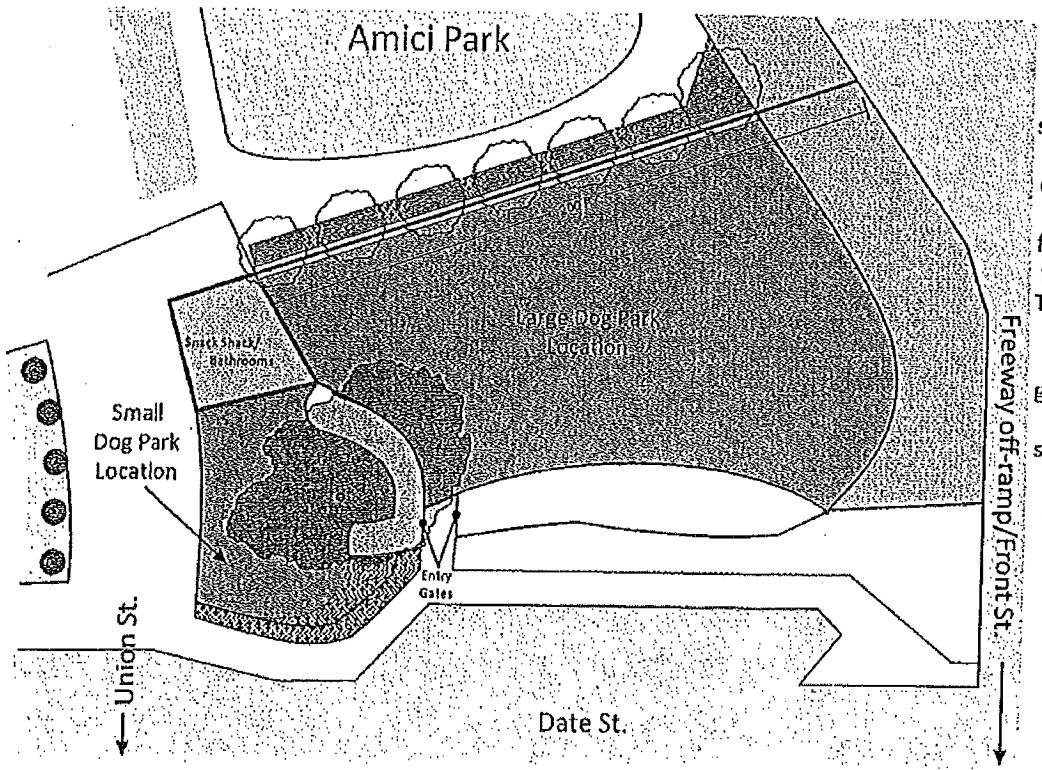
Sincerely

Steven J. Galasso
President
Little Italy Association

Cc: Stacey LoMedico, Park and Rec Department
Honorable Kevin Faulconer, District 2 Councilman
Honorable Ron Roberts, District 2 Supervisor
Frank Alessi, Chief Financial Officer, CCDC
Laurie Black, CCDC Board member
Little Italy Association Board of Directors
Little Italy Residents Association

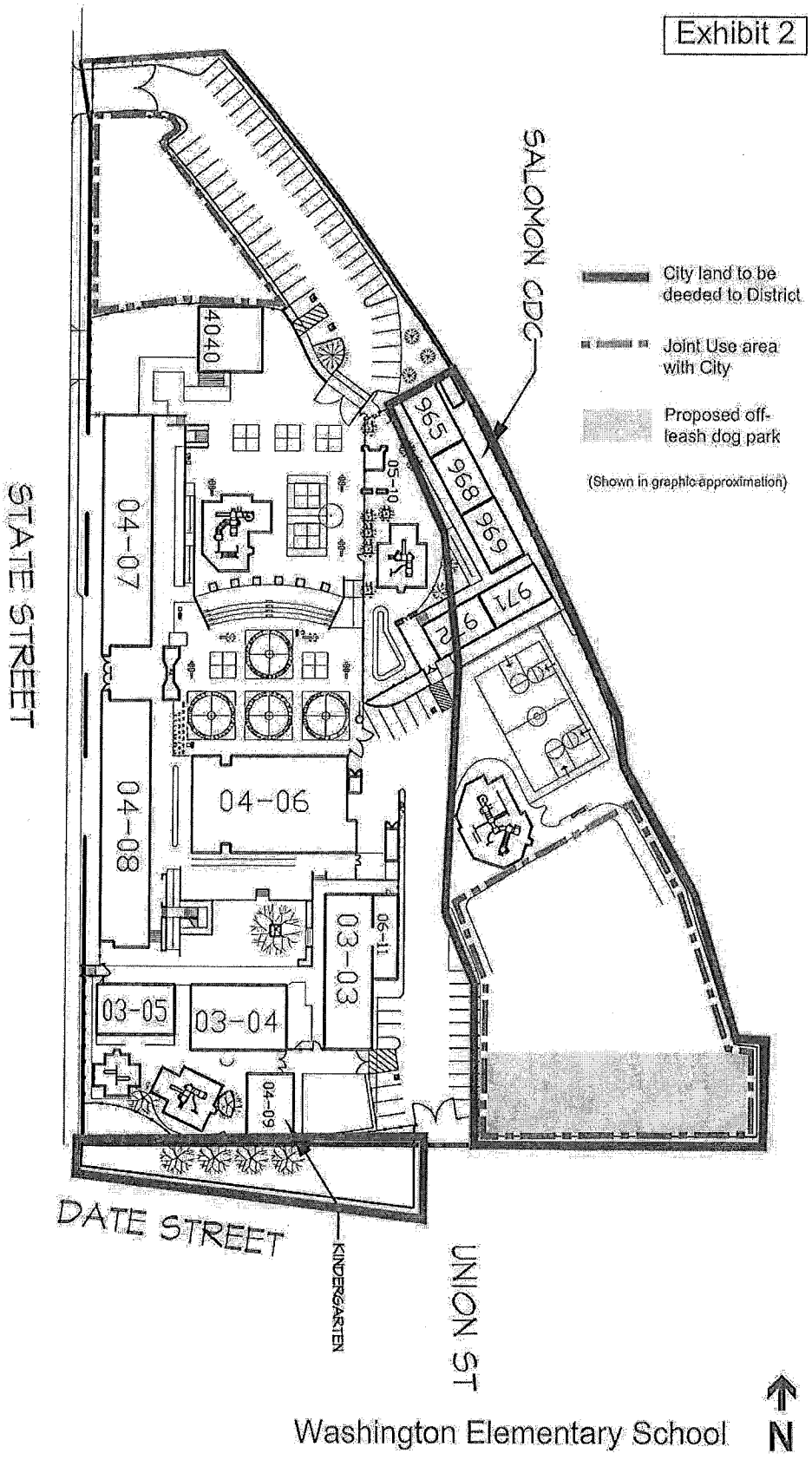
Little Italy Dog park Proposal





- Creation of an off leash dog area would involve fencing off the southern section of the existing park starting from the newly constructed "snack shack" and spanning across the field to the existing border fence on the far east side. This would require roughly 200 ft. of fencing in addition to new entry gates for the two different off leash areas and six or seven new trees along the new fence to act as a buffer strip between the remainder of Amici Park and the new Dog Park.

Exhibit 2



Washington Elementary School

A. PURPOSE AND SCOPE

1. To outline administrative procedures governing classroom safety, including classroom, laboratory, and shop safety precautions; stray animals on school grounds; and animals in the classroom.

2. **Related Procedures:**

Bombs and explosions	EP 12
Disturbances and demonstration	EP 08
Emergencies	see *Emergency Procedures Manual*
Eye protection in schools	5155
Fire safety, general	5105
Hazardous material/waste, handling/storage/disposal	5120
Illness and minor injuries	6371
Instructional use of live vertebrate animals	4912
Security, general	5000
Use of turf fields at senior high schools	9229
Weapons	EP 06

B. LEGAL AND POLICY BASIS

1. **Reference:** Board policy: F–1500, F–2000, F–2350, G–2000, G–3000, H–7900, H–7920, I–1350, I–4400; Education Code Sections 35208, 51540; California Code of Regulations, Title 19, Sections 1020-1028 and Title 22, Section 12000.

2. Federal, state, and local environmental impact regulations require strict control of handling, storage, and disposal of all materials that have been designated as hazardous or toxic to human health or to the environment (Procedure 5120).

3. Releasing or "walking" animals on private or public property for purposes of relieving themselves is prohibited (Municipal Code 44.0304.1).

C. GENERAL

1. **Originating Office.** Suggestions or questions concerning this procedure should be directed to the Safety Office (safety regulations), Risk Management Department, Business Operations Division, Office of School Site Support; or the Office of Instructional Support (classroom responsibilities).

2. **Responsibility for Safety**

   a. *All employees* should be alert for safety hazards associated with school activities and property. Any such situation should be reported to the principal or designee. The most urgent and/or most common conditions that might occur and related detailed instructions are outlined below. *Teachers are obligated to give proper safety instruction and to enforce district safety procedures in classrooms.*

   b. In the event of an injury to a student, a teacher is protected by district liability insurance coverage *as long as the teacher has acted within the scope of his/her regularly assigned duties.* The teacher of science and industrial technology classes must determine which labs/activities are safe to perform based on the size of the room, the number of students, and the maturity level of the students. Potential safety issues, or conflicts between safety and curriculum needed to meet standards, should be brought to the attention of the principal or designee. See pages 2-3 of the "Science Safety Handbook for California Public Schools," (E.2.)

3. **Emergency Procedures Posters.** Available online at http://prod031.sandi.net/risk/Forms.htm, posters must be filed in the principal's office and posted permanently in each classroom, school office, custodial room, nurse's office, and other appropriate places.

4. **Secondary Schools—Classroom, Laboratory, and Industrial Technology Lab Safety Precautions**

   a. **Science**

      (1) The "Science Safety Handbook for California Public Schools" provides detailed guidelines for safety in science classrooms and laboratories. It is available on-line at http://csmp.ucop.edu/csp/downloads/safety.pdf. Topics covered include general laboratory safety precautions; safety in biology, chemistry, and physics laboratories; additional safety practices related to eye safety; field trips; and use of animals in the classrooms. There are a number of useful appendices, including a "Safety Checklist for Science Instructional, Preparation, and Storage Areas."

      (2) Every student shall be given safety instruction appropriate to the course taken, and shall pass a safety test before being able to work in the science laboratory. "Sample Safety Regulations for Science Students," "Student Science Safety Contract," and "Sample Science Laboratory Safety Test"

are available in Appendices F and G of the "Science Safety Handbook for California Public Schools."

(3) All teachers of secondary science shall attend a Science Safety workshop provided through the district or San Diego County Office of Education at least once every five years.

b. **Industrial Technology**

(1) All students are to be given a written safety guidebook (C.4.a.[1]) to read and the teacher shall provide time to discuss various safety rules.

(2) All students shall be given a tour of the shop/lab and the teacher shall indicate the location of fire extinguishers, eye-wash stations, fire blankets, emergency power shut-off switches, and any other emergency equipment available to students.

(3) All students shall receive adequate instruction in the proper and safe use of tools, equipment, and material used in classroom, lab and shop instruction.

(4) Teachers shall have a documented, ongoing safety program of instruction reminding students of safety and safe use of tools and equipment.

(5) All students shall demonstrate their knowledge of the safety rules and guidelines by taking a safety examination. All students shall pass the safety test with 100 percent accuracy prior to working in the shop/lab. One hundred percent accuracy may be achieved by allowing students to take the exam as many times as necessary or by allowing students to miss 10 percent of the questions and have them accurately write the complete question and correct answer, either on the back of the original answer sheet or on a separate sheet of paper. Students are given safety instruction and are tested each year they participate in the class.

(6) Both the original safety test and any correction sheets should be signed and dated by the student and retained on file at the site for three years. If the student transfers to another school in the district during the year in which the test was given, a copy of the test and any correction sheets should be attached to the transfer slip.

c. **Clothing and hair length.** Loose-fitting and/or unbuttoned clothing and open-toed footwear shall not be worn in the shop/lab. Students with hair long enough to increase their risk of injury shall *provide* and wear suitable protective/ restraining headgear while working in the shop/lab.

d. **Safety tests.** Test masters for each Industrial Technology area are available from the School-to-Career Office. Approximately 36 copies of the safety test should be in each shop. *Answer sheets* for the safety tests are also available from the School-to-Career Office.

e. **Equipment safety.** Unsafe equipment must be secured against use by students and promptly reported to the principal or designee for immediate repair or replacement.

f. **Welding and industrial gases.** Each site is responsible for tanks and for enforcement of safety precautions:

(1) Empty cylinders should be tagged immediately to avoid confusion with other cylinders in use.

(2) All compressed gas cylinders not in use must be properly secured and chained.

5. **Chemical Storage**

a. Chemicals must be stored away from student access, in a preparation room separate from the student area or in a locked cabinet.

b. Chemicals should be stored according to chemical type (as opposed to alphabetically). Oxidizers must be isolated from flammables, and nitric acid must be isolated and not stored with other acids.

c. Flammables should be stored in a dedicated flammable storage cabinet, and acids in an acid storage cabinet. If nitric acid is kept, it must be stored in a separate cabinet.

d. Chemical work/storage areas require appropriate ventilation.

6. **Rockets and Missiles.** Interest in rocketry requires the district to frequently restate its position. Principals shall notify all teachers of the following regulations:

   a. **Classroom/laboratory instruction.** Classroom demonstrations and laboratory activities in rocket propulsion should be limited to appropriate use of rubber balloons, light coiled springs, and low energy pneumatic devices.

   b. **Extra-classroom and field instruction.** Safety-proven, commercially-manufactured model rocket engines and model rockets may be used in an instructional program under the following conditions:

      (1) All launchings must be at a site approved by the San Diego City Fire Marshal.

      (2) The supervisor in charge of a launch must possess a valid model rocket-launching permit issued by the San Diego Fire and Life Safety Services.

      (3) All requirements of the "Science Safety Handbook for California Public Schools," Section 6.C and Appendix Q, which includes state fire marshal's regulations in California Code of Regulations Title 19, Sections 1020-1028, shall be met in their entirety.

   c. Other preparation, development, testing, or use of solid or liquid chemical propellants and/or construction and use of rockets is prohibited.

   d. Helium balloon launches or outdoor releases are prohibited.

7. **Poisonous Plants.** Information concerning safe handling of plants and trees is set forth in the "Science Safety Handbook for California Public Schools," Section 7.F.

8. **Carcinogens and Reproductive Toxins.** Any substance used in a manner that would cause the threat of cancer or reproductive toxicity is not permitted on any district site. A list of carcinogens and reproductive toxins is available from the Safety Office, Risk Management Department, or on-line at www.calregs.com (Title 22, Section 12000).

9. **Other Dangerous Materials**

   a. Handling, storage, and disposal of hazardous waste materials are covered in Procedure 5120.

   b. Unless special authorization is given by the Office of Instructional Support, other dangerous materials of any type are not permitted on school grounds.

Falling within this provision are powder or other explosives, gasoline (except in auto and power mechanics shops), and carbon tetrachloride. Use and storage of combustible or inflammable materials are covered in Procedure 5105. Great care must be exercised in handling the following:

Acid, lye, or other caustic materials
Dangerous chemicals
Dangerous equipment
Dry ice
Electricity
Molten Metal
Paraffin (molten)
Steam

10. **Animals on School Grounds.** Due to health and safety concerns, all dogs are prohibited on school grounds, both during and after school hours, unless needed for an approved instructional program under the strict control of qualified instructors or handlers. Stray animals should be isolated from children, who must not be permitted to handle these animals. If identifiable, the owner should be requested to call for the animal; if the owner is not identifiable, the animal should be turned over to the Central County Animal Shelter ([619] 278–9760). If a student is bitten by any warm-blooded animal, the student is susceptible to rabies; the animal must be retained for observation and the County Department of Health Services shall be notified immediately. *Student care is outlined in Procedure 6371.* This section does not apply to dogs that have been specially trained for use as a guide, service or signal for the disabled, while such dogs are being used for such purpose.

11. **Animals in the Classroom**

    a. Instructional use of live vertebrate animals in elementary and secondary schools is governed by Procedure 4912.

    b. **Secondary schools.** For practices to be followed in care and use of animals in the classroom, including vivisection and experimentation, see the "Science Safety Handbook for California Public Schools," Sections 4.M and 7.B.

    Regulations and forms related to animal experimentation in Science Fair projects can be found in the rules and regulations for the Greater San Diego Science and Engineering Fair at www.gsdsef.org.

c. **Elementary and secondary schools**

(1) **Limitations**

(a) Animals are permitted at school only when needed for the instructional program and when under the strict control of qualified instructors or handlers.

(b) Animals must be obtained from a reliable source and have written certifications that they are in good health and are not carriers of dangerous disease-causing organisms.

(c) Hamsters, black widow spiders, rattlesnakes, and unbanded psittacine (parrot-like) birds are too dangerous to have at school. Domesticated white lab-type rats are safe but wild rats are not. (**Note**: Possession of gerbils is illegal in California.)

(d) Wild animals or domestic pets shall not be brought to school by children. (Wild creatures should be released, sent to a zoo, or otherwise disposed of without the knowledge of small children.)

(2) **Teacher responsibilities**

(a) Disapprove any student request to bring animal(s) to school.

(b) Make proper arrangements for display animals and handlers.

(3) **Animal care and feeding.** Animals must be kept in a satisfactory shelter with suitable cages provided. Animals shall be humanely treated and must receive proper food, water, safety, and care. Animals shall be:

(a) Fed appropriately.

(b) Protected from overhandling or teasing by students.

(c) Placed in cages in the classroom, with proper sunlight, heat, shade, and ventilation.

(d) Not left in the building over a holiday or weekend unless the comfort and safety of the animal can be ensured.

(4) **Pets at school.** Domestic pets shall not be allowed in classrooms or on school grounds.

(5) **Laboratory animals.** Animals procured for use in the science program (such as mice) shall not be given to students to take home as pets. For humane disposal, animals may be taken to the San Diego Central Shelter, 5480 Gaines Street, between 9 a.m. and 5 p.m., Monday through Friday.

(6) **Animal bites.** If a child is bitten by a pet while at school, the teacher immediately consults the nurse and/or principal (C.9.).

D. IMPLEMENTATION (See Section C.)

E. FORMS AND AUXILIARY REFERENCES

1. Emergency Procedures, Poster, http://prod031.sandi.net/risk/Forms.htm
2. Science Safety Handbook for California Public Schools, http://csmp.ucop.edu/csp/downloads/safety.pdf includes sample safety tests
3. Industrial Technology and Graphic Arts safety instruction, tests, and answer sheets, available from the School-to-Career Department
4. Common Plants and Trees of San Diego, Inventory Item 3473

F. REPORTS AND RECORDS

G. APPROVED BY

Kerry B. Flanagan

Chief of Staff, Kerry Flanagan
For the Superintendent of Public Education