

HÉCTOR JIMÉNEZ MÁRQUEZ, SECRETARY OF PUBLIC EDUCATION OF THE STATE OF BAJA CALIFORNIA SUR, BASED ON: ARTICLE 3 OF THE POLITICAL CONSTITUTION OF THE UNITED MEXICAN STATES; ARTICLES 10 AND 80 OF THE POLITICAL CONSTITUTION OF THE STATE OF BAJA CALIFORNIA SUR; ARTICLE 2 AND ARTICLE 7, SECTIONS I, II, VII, XI, XII, AND XIII OF THE GENERAL LAW OF EDUCATION; ARTICLE 12, SECTION 1, AND ARTICLE 13, SECTIONS VIII AND XVI OF THE LAW OF EDUCATION FOR THE STATE OF BAJA CALIFORNIA SUR; ARTICLE 2, ARTICLE 16, SECTION IV, AND ARTICLE 24, SECTION I OF THE LAW OF PUBLIC ADMINISTRATION OF THE STATE OF BAJA CALIFORNIA SUR; ARTICLES 4 AND 5 OF THE INTERNAL REGULATIONS OF THE SECRETARY OF PUBLIC EDUCATION OF THE STATE OF BAJA CALIFORNIA SUR; AND

WHEREAS

Article 3 of the Constitution of the United Mexican States and Article 3 of the General Law of Education establish the State's obligation to provide quality educational services to ensure maximum student learning so that the entire population can attend preschool, primary, middle, and high school. These services will be provided within the framework of federalism and the Constitution of the United Mexican States in accordance with the allocation of the social-educational function established by law.

Technical secondary education strengthens the integral development of learners' personalities, both individually and socially, giving them a technological foundation to facilitate their incorporation into productive work.

The subject of Technology in secondary education aims to promote a broad view of the field of study that includes instrumental aspects of skills, processes of change, management, innovation, and the relationship to society and nature. This calls upon social participation in the use, creation and improvement of technical products as well as their implications for the environment.

In the State of Baja California Sur, administrative regulations are necessary for the exact observance of legal rules regarding School Production Units. The issuing of a



policy document adapted to the specific reality of the state education system will lead to greater adherence to the principles of legality and transparency in the operation of the productive sectors formed by the School Production Units and in the operation of the process of technological learning.

One of the objectives of School Production Units is to achieve a more active education that strengthens theoretical knowledge, familiarizes students with methods of production, and fosters a sense of belonging. School Production Units contribute to environmental education and personal and social development, as well as promote teamwork and thus a practical and theoretical dimension.

The provisions of this Agreement are a tool that contributes to continuous improvement. They seek to regulate the organization and the functioning of School Production Units and the profits they produce within Technical Secondary Education schools under the the authority of the State Secretary of Public Education.

Based on these antecedents, the following is issued:

AGREEMENT FOR THE ESTABLISHMENT OF SCHOOL PRODUCTION UNITS BY THE SECRETARY OF PUBLIC EDUCATION OF THE STATE OF BAJA CALIFORNIA SUR

CHAPTER 1

GENERAL PROVISIONS

ARTICLE 1. The present Agreement aims to regulate School Production Units that operate in Technical Secondary Schools under the State Secretary of Public Education.

ARTICLE 2. The provisions of the present Agreement shall be complied with and are obligatory for persons involved in School Production Units formed in Technical Secondary Schools under the State Secretary of Public Education.

ARTICLE 3. For the purposes of this Agreement, the following shall be understood as:

- I. **Agreement:** The current specific arrangement.



ARTICLE 5. The State Secretary of Public Education shall apply and interpret this Agreement and enact administrative provisions for its fulfillment.

ARTICLE 6. The School Director shall be responsible for the School Production Unit. The School Director shall apply regulations, provide information, and issue documentation according to this Agreement.

ARTICLE 7. The School Director in charge of a School Production Unit shall deliver documentation of each process in the expected time and form.

CHAPTER II

SCHOOL PRODUCTION UNITS

ARTICLE 8. In technical secondary educational institutions School Production Units may operate as productive projects through the curricula of technological activities and usufruct of goods and services that produce income.

ARTICLE 9. Activities that develop School Production Units should be referred to in the Curriculum of Technological Education.

ARTICLE 10. Productive projects apart from authorized technological activities must receive the authorization of the campus, Area Supervisor, Technology Coordinator, and the Department Head for the operation of those projects through the use of campus goods and services that produce income.

ARTICLE 11. School Production Units must comply with Technological Laboratory Standards and adhere to the recommendations of the Coordinations of Civil Protection, School Emergency, and Health and Safety of the State Secretary of Public Education.

ARTICLE 12.- Campuses should promote and market the products and services generated by productive activities.

CHAPTER III



- II. **Student:** The person officially registered in a technical secondary school under the State Secretary of Public Education.
- III. **Educational Authority:** The State Secretary of Public Education.
- IV. **School:** The establishment where technical secondary education is provided under the State Secretary of Public Education.
- V. **School Production Unit:** That which operates within schools that provide technical secondary education; a program of teaching-learning in Technological Education that yields income-producing economic resources and other products that benefit the schools and thus the educational process.

ARTICLE 4. Objectives of School Production Units:

- I. Train students in the knowledge and application of technologies that allow students to participate immediately in productive activity.
- II. Guide students in the knowledge of business practices by selling products generated by school production units.
- III. Develop in the student the ability to actively participate in their own training, considering it as an ongoing process throughout their lives.
- IV. Training for planning, programming and budgeting of productive activities.
- V.- Provide the learner with general training to enter the workforce and gain access to higher levels of education.
- VI.- Prioritize student training to recognize the importance of protecting and conserving natural resources and the need to maintain ecological balance.
- VII.- Promote cooperation between teachers and students through the school and with the community to which they belong.
- VIII. Use agriculture, aquaculture, livestock breeding, and fisheries as a source of income for the benefit of education and to improve technological laboratories.



INTEGRATION AND ADMINISTRATION OF THE SCHOOL PRODUCTION UNIT

ARTICLE 13.- The operation and administration of School Production units will be the responsibility of an Administrative Committee, composed of:

A President, who shall be the School Director.

A Secretary, who shall be the teacher imparting the corresponding subject of technology

A Treasurer, who shall be the Comptroller of the school.

A Spokesperson, who shall be a student.

A Spokesperson, who shall be a member of school staff.

ARTICLE 14. The selection of the student acting as Spokesperson for the Administrative Committee should observe the following:

They shall be elected from among the students participating in the School Production Unit at a meeting convened at the beginning of the school year and prior to the starting of operations of the production project. Participating teachers and the Director will explain to students in a clear and simple manner the reason for the election. Students shall make proposals and cast their vote free of influence from staff and parents.

ARTICLE 15.- The School Director shall form the Administrative Committee through notification to the Treasurer and Spokespersons.

ARTICLE 16.- The Administrative Committees will hold a session at least once a month, depending on the Department of Secondary Technical Schools of the State Secretary of Public Education.

CHAPTER IV

POWERS OF THE ADMINISTRATIVE COMMITTEE

ARTICLE 17.- The powers of the Administrative Committee:

a).- Determine the nature of agricultural, livestock, and marine products..



b).- Prepare a work plan for the school, determining the statutory periods of school activities and timing thereof.

c) - Specify the effective means for adaptation, preparation and acquisition of equipment for production projects.

d).- Authorize the sale of products and services and supervise the distribution of profits.

ARTICLE 18.- The agreements and determinations of the Administrative Committee shall only be valid when adopted in the attendance of its three members, unless one of them does not concur. In this case they will be valid with the attendance of the president and other members who have agreed.

ARTICLE 19.- The duties of the Committee Chairman are to convene meetings whenever deemed necessary, direct and monitor the work of the School Production Unit, and submit a cash report for each School Production Unit with the approval signature of the treasurer and secretary.

ARTICLE 20.- The obligations of the Treasurer are to receive and care for the property obtained with funds of the School Production Units, maintain an inventory of the same, keep accounts of resources, issue a cash report for each School Production Unit at the end of each school year, with the signatures of review and approval of the President and Secretary.

ARTICLE 21.- The obligations of the Secretary are to keep a book of minutes of the meetings and the work of the Committee with the resolutions adopted by it, and process all matters related to the School Production Unit.

CHAPTER V

PRODUCTIVE PROJECT

ARTICLE 22.- The elaboration of the Production Project will be the responsibility of the teacher of technological emphasis, together with the students who participate in it, imparting the program content during the educational process. The preparation of the



project will include the following:

ACTIVITIES:

- a) Schedule of activities from the beginning of the production process to harvest, production or service delivery.
- b) Production costs.
- c) Market research and marketing.
- d) Performance or expected revenue.
- e) Sources of financing and financial schedule.
- f) Likely profits.

ARTICLE 23.- The production project will be subject to the supervision, monitoring and evaluation of authorized participants.

ARTICLE 24.- Once the Production Project is authorized and supported by the school community participating in the project and supported by financing from sources listed therein, the teacher responsible for technological activity shall carry out the activities identified in the schedule of activities exercise and using the resources contained in the financial schedule.

ARTICLE 25.- The term of the Production Project will be determined by the schedule of activities.

CHAPTER VI

**RESOURCE MANAGEMENT AND DISTRIBUTION OF EARNINGS TO
BE OBTAINED FROM SCHOOL PRODUCTION UNITS**

ARTICLE 26.- The administrative and accounting control of resources generated from the School Production Units shall be carried out as follows:



1) - The teacher responsible for the School Production Unit shall record income in books previously authorized by the Internal Control Unit of the State Secretary of Public Education.

2).- At the end of each production activity:

a).- The head of the School Production Unit will be responsible for the marketing of products and recovery of the revenue generated from the sale, which prior to preparation of the deed of sale will be delivered in an integrated manner to the School Comptroller, who in turn will issue an Official Collection Receipt for resources received.

b) - At the end of each production cycle a report to the Administrative Committee will stipulate income, expenses, and profit or loss, which will be published in the school and a copy provided to the Department of Secondary Technical Schools.

c)- At the end of the school year the teacher responsible for the School Production Unit will elaborate a General Analysis that will be sent to the same institution

3) - The funds received by the School Comptroller generated by School Production Units shall be deposited as soon as possible in the school bank account in joint form: Director and Comptroller (a). If there is no banking institution in the town, the Director and Comptroller will determine how the receipt of resources will be kept to guarantee their safety.

4)- When there are no minimum financial resources to open a bank account, it will be the School Director who will determine how these resources should be safeguarded, informing in writing to the Area Supervisor.

5).- The expenses to be covered by the abovementioned resources will be only those referred to in productive projects, and if necessary, administrative expenses.

6).- All invoices that show expenses must comply with fiscal requirements in effect. Otherwise they should contain the following:

- a) name of the seller or service provider
- b) Federal Taxpayer Identification
- c) Address
- d) Signature



Additionally, the authorized signatures of:

- a) Treasurer (a)
- b) President of the Supervisory Committee
- c) School Director
- d) Area Supervisor

ARTICLE 27.- The sale and marketing of products or services will bring resources which can recover the investment or repayment of loans and thus lead to the determination of the profits obtained.

ARTICLE 28.- The resources generated by the operation of School Production Units must be applied in the following order of priority:

- a).- Payment of credits earned.
- b).- Payment of debt to suppliers.
- c).- Repayment of loans received from school income.

ARTICLE 29.- Once production costs, credits, loans, and payments to providers are covered, the profit determined shall be applied to the following:

- a) a 20% reserve fund to start School Production Unit Activities, in the next activity or school year.
- b) Up to 10% payment to the teacher responsible for School Production Unit depending on the level of performance which will be assessed by the School Director.
- c) Up to 10% payment to students participating in support of the School Production Unit in extra-class hours, and contributed outstandingly in any production line.
- d) The 60% or more remaining will be integrated into the school's own income, the same to be applied to meet needs.

ARTICLE 30. In event of a duly justified extraordinary need, the school may use 20% of the reserve fund in whole or part with prior authorization of the Administrative Committee. For this purpose a general meeting shall be convened to approve the measure.

ARTICLE 31.- For the development of productive activities, financial support and donations in kind may be received from government agencies, legally constituted

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entities, individuals and educational institutions.

ARTICLE 32.- School Production Units must comply with the legal provisions related to the verification of income and expenses issued by the competent authorities.

CHAPTER VII

CANCELLATION OF THE OPERATION OF THE PRODUCTIVE PROJECT

ARTICLE 33.- The causes of cancellation of the Productive Project are as follows:

- 1).- Failure to comply with the provisions of this Agreement.
- 2).- Productive Project unviability.
- 3).- The diversion of resources or misappropriation of funds.
- 4) - Natural or man-made disaster.
- 5) - The intervention of third parties that affects the development of the project.

CHAPTER VIII

SUPERVISION AND SANCTIONS

ARTICLE 34. - The Department of Secondary Technical Schools, through the Supervision of each School Zone, Coordination of Technology, and Internal Control Unit of the State Secretary of Public Education, should monitor the correct application of the resources generated by the School Production Units.

ARTICLE 35.- The Supervisor of each School Zone shall accompany the Technology Coordinator during the school year on a series of visits to communities. The Committees will deliver their reports on the economic results of the School Production Units and perform a cash audit.

ARTICLE 36.- In the event of irregularities in the implementation of resource



management, personnel of the State Secretary of Public Education that intervene in School Production Units shall be subject to the penalties provided by the Law of Responsibilities of State and Municipal Public Servants of Baja California Sur, and other applicable regulations.

ARTICLE 37.- The penalties shall be imposed without hindrance to demand civil or criminal liability of members of the Committee in managing the funds of School Production Units. In this case the Committee will be replaced completely and be subject to the sanctions of the Law of Responsibilities of State and Municipal Public Servants of Baja California Sur.

PROVISIONAL CLAUSES

FIRST.- The present Agreement shall enter into effect the day following its publication in the Official Bulletin of the State of Baja California Sur.

SECOND.- All provisions contrary to the terms of this Agreement are void.

THIRD.- Matters not foreseen in the provisions of this Agreement it shall be resolved by the appropriate authorities.

Issued in the Office of the Secretary of Public Education of the State of Baja California Sur, in the city of La Paz, Baja California Sur, the twenty-seventh day of May in the year two thousand and sixteen.

RESPECTFULLY

SECRETARY OF PUBLIC EDUCATION

OF THE STATE OF BAJA CALIFORNIA SUR

PROFR. HÉCTOR JIMÉNEZ MÁRQUEZ



**GUBIERNU DEL ESTADO DE BAJA CALIFORNIA SUR
SECRETARÍA DE EDUCACIÓN PÚBLICA**