

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue, Cardiff-by-the-Sea, California

REGULAR MEETING OF THE GOVERNING BOARD AGENDA THURSDAY, AUGUST 4, 2022 • 9:00 AM • PUBLIC MEETING ADA HARRIS SCHOOL AUDITORIUM 1508 WINDSOR ROAD • CARDIFF-BY-THE-SEA, CA 92007

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the Board meeting are available for inspection upon request at the Cardiff School District, 1888 Montgomery Avenue, Cardiff or on our [website](#).

The public's health and well-being are a top priority for the Board of Trustees of the Cardiff School District and you are urged to take all appropriate health and safety precautions.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Board of Trustees, please contact the Office of the Superintendent at (760) 632-5890, Extension 101. Notification 24 hours prior to the meeting will enable the District to make the necessary arrangements to ensure accommodation and accessibility to this meeting.

TO ADDRESS THE GOVERNING BOARD REGARDING AN ITEM ON THE AGENDA:

Members of the audience may address the Board of Trustees on items that are within the Board's subject matter jurisdiction. Persons wishing to address the Board concerning items on the agenda are invited to do so when the item is addressed at the meeting. Please complete and submit a written request to the secretary before the meeting. When the Board President invites you to speak, the moderator will unmute your device. Please state your name for the record. In the interest of time and order, each speaker is allotted a maximum of three (3) minutes. When your speaking time expires you will be prompted with a 15-second warning, after which the moderator will mute your device.

I. ORGANIZATIONAL ITEMS

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
 - Ms. Rhea Stewart, President
 - Ms. Nancy Orr, Clerk
 - Mr. Dave Clark, Member
 - Ms. Siena Randall, Member
 - Mr. Shad Thielman, Member
 - Ms. Jill Vinson, Superintendent

- D. Approve Agenda for August 4, 2022 *(All items are action unless labeled information.)*

- E. Approve [Minutes](#) from the Regular Meeting of June 9, 2022
- F. Approve [Minutes](#) from the Special Meeting of June 16, 2022
- G. Approve [Minutes](#) from the Special Meeting of July 2, 2022

II. HEARING SESSION

- A. **Public Comments** *(The purpose of the Board meeting is to conduct the School Board's business in public. The Board welcomes and encourages public comments, however, in accordance with the Brown Act, Board members may not respond to comments during the public comment portion of the agenda. Any member of the public who wishes to address the Board on an item on the agenda or on another topic which lies within the Governing Board's jurisdiction may do so, but must submit a written request. Please hand your form to the secretary before the meeting. Presentations are limited to 3 minutes per person per topic. The total amount of time to be allowed on any item is fifteen minutes, unless the time limit is waived by a majority vote of the Board. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to a future agenda.)*
- B. Cardiff Elementary Teachers Association
- C. Reports on Workshops/Conferences
- D. Superintendent's Report

III. CONSENT CALENDAR

Items listed in the Consent Calendar are considered to be routine and are acted on by the Board in one motion unless members of the Board request specific items to be discussed or pulled. It is understood that the Superintendent recommends approval on all Consent Items. Each item of the Consent agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

- A. Approve Current Business Items:
 - 1. Purchase Orders, [June 2022](#)
 - 2. Commercial Warrants, #14-900608 to #14-913198; \$315,590.99
 - 3. Payroll Warrants, June 2022- \$614,808.51
- B. Approve [Personnel Report for August 4, 2022](#)
- C. Approval of Cardiff School District's [Uniform Complaint Quarterly Report](#) for April 1, 2022 - June 30, 2022
- D. Approve Nonpublic Agencies Master Contract between the Cardiff School District and [Ro Health, Inc.](#)
- E. Approve Nonpublic Agencies Master Contract between the Cardiff

School District and [Coastal Speech Therapy, Inc.](#)

F. Approve Nonpublic Agencies Master Contract between the Cardiff School District and [Verbal Behavior Associates](#)

G. Approve [Independent Contractor Agreement Between Cardiff School District and JMD Landscape, Inc.](#)

H. Removal of Items from Consent Calendar

I. Approval of Consent Calendar

IV. GENERAL FUNCTIONS

A. [Cardiff School District COVID-19 Protocols 2022-23](#) **(Information)**

B. [Local Control Accountability Plan](#) **(Information)**

C. Approve [CSBA Board Policy Updates](#)

D. Approve [Cardiff School District Injury-Illness-Prevention-Plan](#)

V. BUSINESS AND FINANCE

A. Budget Update **(Information)**

VI. PERSONNEL

A. Approve Chief Business Officer Contract through 2025

VII. FACILITIES

A. Approve the Professional Services [Agreement](#) for Bond Program Manager between Cardiff School District and Randal L. Peterson

VIII. FUTURE AGENDA ITEMS

IX. ANNOUNCEMENT: ADJOURNING TO CLOSED SESSION

- A. Conference with Legal Counsel- Anticipated Litigation-
Significant exposure to litigation pursuant to Government
Code section 54956.9(d)(2): (ONE potential case)
- X. RECONVENE TO OPEN SESSION
- XI. REPORT FROM CLOSED SESSION
- XII. ADJOURNMENT OF MEETING

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue
Cardiff-by-the-Sea, California 92007

MINUTES
REGULAR BOARD MEETING, JUNE 9, 2022

The Regular Board Meeting of the Governing Board of the Cardiff School District was held on Thursday, June 9, 2022, at Ada Harris Elementary School, located at 1508 Windsor Road, Cardiff-by-the-Sea, California. President Stewart called the meeting to order at 5:00 p.m. and led the trustees and visitors in the Pledge of Allegiance.

Members Present: Clark, Orr, Randall, Stewart, Thielman

Members Absent: 0

Administrators

Present: Vinson

The agenda for the June 9, 2022, Regular Board meeting was approved as presented.

MOTION: Orr
SECOND: Randall
AYES: Clark, Orr, Randall, Stewart, Thielman
NOES: 0
ABSENT: 0

The minutes from the Regular Board Meeting of May 12, 2022 were approved as presented.

MOTION: Thielman
SECOND: Clark
AYES: Clark, Orr, Randall, Stewart, Thielman
NOES: 0
ABSENT: 0

The minutes from the Special Board Meeting of May 17, 2022 were approved as presented.

MOTION: Orr
SECOND: Clark
AYES: Clark, Orr, Randall, Stewart, Thielman
NOES: 0
ABSENT: 0

Hearing Session:

- Shad Thielman and Rhea Stewart attended the Julie Parker wall ball dedication. Siena Randall, Nancy Orr, and Shad Thielman attended sixth grade promotion. Trustee Randall thanked Superintendent Vinson for leading the event.
- Superintendent Vinson shared that there were many fun activities on both campuses at the end of the school year. The District calendar will be updated to reflect a half day schedule for the day before winter break on the 2022-23 and 2023-24 school years. Thanks to the hard work of the report card committee, a new report card template will be coming in the fall. As we head into the 22-23 school year, we will review campus safety protocols internally as well as with safety experts from SDCOE and local law enforcement. A fence and gate will be added to the southern perimeter of the Ada Harris campus to further increase campus security. The primary gubernatorial election voting took place in the Ada Harris auditorium from Friday, June 3, 2022 through Tuesday, June 7, 2022.

The Consent Calendar was approved as presented.

MOTION: Randall
SECOND: Orr
AYES: Clark, Orr, Randall, Stewart, Thielman
NOES: 0
ABSENT: 0

The CSBA policy updates were approved as presented.

MOTION: Randall
SECOND: Thielman
AYES: Clark, Orr, Randall, Stewart, Thielman
NOES: 0
ABSENT: 0

The revised 2022-2023 Declaration of Need for Fully Qualified Educators was approved.

MOTION: Clark
SECOND: Thielman
AYES: Clark, Orr, Randall, Stewart, Thielman
NOES: 0
ABSENT: 0

President Stewart opened the public hearing regarding the proposed Local Control Accountability Plan (LCAP) at 5:27 p.m. There being no public comment, the hearing was closed at 5:29 p.m.

An informational overview of the LCAP was provided. Principal Michelle Giroux was commended for her work on the LCAP.

The revised District Technology Coordinator job description was approved.

MOTION: Orr
SECOND: Randall
AYES: Clark, Orr, Randall, Stewart, Thielman
NOES: 0
ABSENT: 0

President Stewart opened the public hearing regarding the proposed 2022-23 budget at 5:35 p.m. There being no public comment, the hearing was closed at 5:36 p.m.

Chief Business Officer Courtney Jasper provided an informational overview of the proposed 2022-23 budget. CDE has a new web-based reporting system, which has changed the format of the budget reports going forward.

The retirement from classified employee #260136, effective June 8, 2022, was accepted.

MOTION: Randall
SECOND: Clark
AYES: Clark, Orr, Randall, Stewart, Thielman
NOES: 0
ABSENT: 0

Future agenda items include the approval of the LCAP and 2022-23 budget.

There being no other regular business to come before the Board, the meeting was adjourned to closed session at 5:48 p.m. The meeting reconvened to open session at 7:30 p.m. President Stewart reported that no action was taken during closed session.

There being no other business to come before the Board, the meeting was adjourned at 7:31 p.m.

Respectfully submitted,

Nancy Orr, Clerk

Jill Vinson, Superintendent

CARDIFF SCHOOL DISTRICT
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MINUTES
SPECIAL BOARD MEETING, JUNE 16, 2022

The Special Meeting of the Governing Board of the Cardiff School District was held on Thursday, June 16, 2022, at Ada Harris Elementary School, located at 1508 Windsor Road, Cardiff-by-the-Sea, California. President Stewart called the meeting to order at 5:02 p.m. and led the trustees and visitors in the Pledge of Allegiance.

Members Present: Orr, Stewart, Randall, Clark (via teleconference), Thielman (via teleconference)

Members Absent: 0

Administrators

Present: Vinson

The agenda for the June 16, 2022 Special Board meeting was approved as presented.

MOTION: Orr
SECOND: Randall
AYES: Orr, Stewart, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

The cancellation of the July 14, 2022 Regular Board Meeting was approved.

MOTION: Randall
SECOND: Orr
AYES: Orr, Stewart, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

The Local Control Accountability Plan (LCAP) was approved.

MOTION: Randall
SECOND: Orr
AYES: Orr, Stewart, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

The budget for the 2022-23 fiscal year was adopted.

MOTION: Orr
SECOND: Randall
AYES: Orr, Stewart, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

There being no other regular business to come before the Board, the meeting was adjourned to closed session at 5:11 p.m. The meeting reconvened to open session at 7:15 p.m. President Stewart reported that no action was taken during closed session.

There being no other business to come before the Board, the meeting was adjourned at 7:16 p.m.

Respectfully submitted,

Nancy Orr, Clerk

Jill Vinson, Superintendent

CARDIFF SCHOOL DISTRICT
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MINUTES
SPECIAL BOARD MEETING, JULY 2, 2022

The Special Meeting of the Governing Board of the Cardiff School District was held on Saturday, July 2, 2022, at Ada Harris Elementary School, located at 1508 Windsor Road, Cardiff-by-the-Sea, California. President Stewart called the meeting to order at 6:00 p.m. and led the trustees and visitors in the Pledge of Allegiance.

Members Present: Stewart, Orr, Randall, Clark, Thielman

Members Absent: 0

Administrators

Present: Vinson

The agenda for the July 2, 2022, Special Board meeting was approved as presented.

MOTION: Orr
SECOND: Randall
AYES: Stewart, Orr, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

The fourth amendment to the contract between Cardiff School District and McCarthy Building Companies, Inc. was approved.

MOTION: Randall
SECOND: Clark
AYES: Stewart, Orr, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

The amendments to the following facilities contracts: Studio E Architects, Twining Consulting, Blue Coast Consulting, and Professional Services with Bond Program Manager were approved.

MOTION: Orr
SECOND: Randall
AYES: Stewart, Orr, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

Resolution 22-23-01, authorizing the execution and delivery of an amendment to lease and sublease agreement and related documents and action, was approved.

MOTION: Orr
SECOND: Randall
AYES: Stewart, Orr, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

Employee #602933 was approved as the District Technology Coordinator for the Cardiff School District, effective July 21, 2022.

MOTION: Randall
SECOND: Thielman
AYES: Stewart, Orr, Randall, Clark, Thielman
NOES: 0
ABSENT: 0

There being no other regular business to come before the Board, the meeting was adjourned to closed session at 6:10 p.m. The meeting reconvened to open session at 7:10 p.m. President Stewart reported that the following action was taken.

In closed session, the Board ratified the settlement agreement and supplemental project agreement between the District and the California Department of Parks and Recreation executed by the Superintendent as of May 10, 2022, pursuant to previously designated authority.

There being no other business to come before the Board, the meeting was adjourned at 7:11 p.m.

Respectfully submitted,

Nancy Orr, Clerk

Jill Vinson, Superintendent

JUNE 2022 PO LISTING

PO	Date	Supplier	Fund	Resource	Goal	Function	Object	Site	Description	Inv Amount
INSTRUCTIONAL SUPPLIES										
4184	6/2/22	HOWARD TECHNOLOGY SOLUTIONS	0100	7422000	0000	2420	4300005	111	Technology Supplies	\$ 1,486.95
4183	6/2/22	PCNation	0100	7422000	0000	2420	4300005	111	Instructional Supplies	\$ 1,092.14
4189	6/9/22	RASIX COMPUTER CENTER, INC.	0100	7422000	0000	2420	4300005	222	Technology Supplies	\$ 559.22
4186	6/9/22	APPLE INC.	0100	3213000	1110	1000	4300000	000	Technology Supplies	\$ 1,295.92
	6/21/22	KATHARIN ROTH	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 58.48
	6/21/22	MEGHAN MILLIKEN	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 132.00
4178	6/21/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 99.35
4192	6/21/22	SYNCB/AMAZON	0100	6500000	5760	1110	4300000	111	SPED Instructional Supplies	\$ 67.82
4185	6/21/22	SYNCB/AMAZON	0100	7422000	0000	2420	4300005	111	Technology Supplies	\$ 153.97
4190	6/21/22	SYNCB/AMAZON	0100	7422000	0000	2420	4300005	222	Technology Supplies	\$ 529.80
4194	6/21/22	SYNCB/AMAZON	0100	0000009	1110	1000	4300006	222	Instructional Supplies	\$ 2,951.40
										\$ 8,427.05

NON-INSTRUCTIONAL SUPPLIES										
4098	6/2/22	AED BRANDS	0100	3212000	0000	3140	4300000	000	Health Supplies	\$ 76.84
3765	6/9/22	HOME DEPOT CREDIT SERVICES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 423.95
3773	6/21/22	SHERWIN WILLIAMS	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 321.01
3768	6/21/22	SITEONE LANDSCAPE SUPPLY LLC	0100	0000000	0000	8200	4300000	000	Landscape Supplies	\$ 26.42
4173	6/21/22	SYNCB/AMAZON	0100	7422000	0000	2700	4300000	111	Office Supplies	\$ 281.50
4181	6/21/22	SYNCB/AMAZON	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 123.86
4188	6/21/22	SYNCB/AMAZON	0100	7422000	0000	2700	4300000	111	Office Supplies	\$ 766.09
4193	6/21/22	SYNCB/AMAZON	0100	7422000	0000	2700	4300000	111	Office Supplies	\$ 255.32
	6/21/22	SYNCB/AMAZON	0100	0000000	0000	7100	4300000	000	Office Supplies	\$ 22.49
	6/23/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 224.12
	6/23/22	MISSION FEDERAL CREDIT UNION	0100	7422000	0000	2700	4300000	111	Office Supplies	\$ 16.15
	6/23/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7200	4300000	000	Office Supplies	\$ 390.00
	6/23/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7100	4300000	000	Office Supplies	\$ 1,784.80
3782	6/23/22	READY REFRESH BY NESTLE	0100	0000000	0000	2700	4300000	111	Services for May	\$ 40.93
3782	6/23/22	READY REFRESH BY NESTLE	0100	0000000	0000	7200	4300000	000	Services for May	\$ 40.93
3782	6/23/22	READY REFRESH BY NESTLE	0100	0000000	0000	2700	4300000	222	Services for May	\$ 101.28
4200	6/27/22	MAINTEX, INC.	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 1,707.30
4187	6/28/22	SAN DIEGO COUNTY OFFICE OF ED	0100	0000000	0000	2700	4300000	111	Office Supplies	\$ 43.10
	6/28/22	WEX BANK	0100	0000000	0000	8110	4300000	000	Automotive Supplies	\$ 466.11
4126	6/28/22	BELSON	0100	0000000	0000	8200	4300000	000	Furniture	\$ 16,098.79
										\$ 23,210.99

4000 (SUPPLIES) TOTALS: BALANCE: 427,468 ACCUMULATED BALANCE: 365,826 REMAINING BALANCE: 61,642

UTILITIES										
3764	6/2/22	EDCO WASTE & RECYCLING SERVICE	0100	0000000	0000	8200	5500002	222	Services for May	\$ 637.14
3764	6/2/22	EDCO WASTE & RECYCLING SERVICE	0100	0000000	0000	8200	5500002	111	Services for May	\$ 637.14
	6/2/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for June	\$ 143.09
	6/2/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for June	\$ 143.09
	6/2/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for June	\$ 143.09
	6/2/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for June	\$ 143.09
3775	6/9/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for April	\$ 992.27
3775	6/9/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for April	\$ 726.10
	6/9/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for June	\$ 809.92
3775	6/16/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	222	Services for April	\$ 542.45
3775	6/16/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	222	Services for April	\$ 4,765.17
3775	6/16/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	222	Services for April	\$ 781.19
3775	6/16/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	222	Services for April	\$ 55.23
3775	6/16/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for May	\$ 3,119.55
	6/16/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for June	\$ 1,072.59
	6/16/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for June	\$ 46.73
3776	6/21/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for May	\$ 184.83
3776	6/23/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for May	\$ 4,065.42
3776	6/23/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for May	\$ 15.02
3776	6/23/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	111	Services for May	\$ 6,545.75
										\$ 25,568.86

SERVICES										
	6/2/22	COASTAL SPEECH THERAPY	0100	6500000	5760	3120	5800000	000	Services for April	\$ 3,874.56
4128	6/2/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$ 1,026.46
4156	6/2/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$ 572.80
4129	6/2/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$ 345.90
	6/2/22	JANIE HEYER	0100	0000000	1110	1000	5800000	000	Services for May	\$ 2,056.37
	6/2/22	TOSHIBA BUSINESS SOLUTIONS	0100	0000000	0000	7200	5800000	000	Maintenance Services	\$ 998.44
3753	6/6/22	ALC SCHOOLS	0100	0000000	0000	3600	5100000	000	Transportation	\$ 96.37
	6/6/22	HARRIS SCHOOL SOLUTIONS	0100	0000000	0000	2420	5800000	000	Merchant Fees for November	\$ 46.25
3774	6/6/22	STERICYCLE	0100	0000000	0000	7200	5800000	000	Services for April	\$ 109.66

3774	6/6/22	STERICYCLE	0100	0000000	0000	7200	5800000	000	Services for May	\$	121.66
3753	6/9/22	ALC SCHOOLS	0100	0000000	0000	3600	5100000	000	Transportation	\$	5,233.11
	6/9/22	MISSION LINEN & UNIFORM	0100	0000000	0000	8110	5600000	000	Services for May	\$	467.00
	6/9/22	TRANE U.S. INC.	0100	0000000	0000	8110	5600000	000	Maintenance Services	\$	13,876.55
3971	6/9/22	DEPENDABLE NURSING, LLC	0100	6500000	5760	1190	5800000	000	Services for May	\$	1,695.49
	6/9/22	HARRIS SCHOOL SOLUTIONS	0100	0000000	0000	2420	5800000	000	Merchant Fees for May	\$	18.75
	6/9/22	JANIE HEYER	0100	0000000	1110	1000	5800000	000	Services for June	\$	489.61
3863	6/9/22	K.I.D.S. THERAPY ASSOCIATES	0100	6500000	5760	1190	5800000	000	Services for May	\$	8,175.00
3943	6/9/22	RO HEALTH INC	0100	6500000	5760	3120	5800000	000	Services for April	\$	1,596.91
3943	6/9/22	RO HEALTH INC	0100	6500000	5760	3120	5800000	000	Services for March	\$	2,813.04
3943	6/9/22	RO HEALTH INC	0100	6500000	5760	3120	5800000	000	Services for February	\$	4,911.95
3943	6/9/22	RO HEALTH INC	0100	6500000	5760	3120	5800000	000	Services for January	\$	5,963.36
3943	6/9/22	RO HEALTH INC	0100	6500000	5760	3120	5800000	000	Services for May	\$	1,532.39
3864	6/9/22	VERBAL BEHAVIOR ASSOCIATES	0100	6500000	5760	1190	5800000	000	Services for May	\$	6,148.75
3864	6/9/22	VERBAL BEHAVIOR ASSOCIATES	0100	6500000	5760	1190	5800000	000	Services for May	\$	175.00
3864	6/9/22	VERBAL BEHAVIOR ASSOCIATES	0100	6500000	5760	1190	5800000	000	Services for May	\$	6,895.00
	6/16/22	SAN DIEGO UNION-TRIBUNE, LLC	0100	0000000	0000	7100	5800000	000	Publication Fees	\$	361.50
3753	6/21/22	ALC SCHOOLS	0100	0000000	0000	3600	5100000	000	Transportation	\$	80.36
3754	6/21/22	AMERICAN PEST CONTROL	0100	0000000	0000	8200	5500004	222	Maintenance Services	\$	96.00
3754	6/21/22	AMERICAN PEST CONTROL	0100	0000000	0000	8200	5500004	111	Maintenance Services	\$	60.00
	6/21/22	COASTAL SPEECH THERAPY	0100	6500000	5760	3120	5800000	000	Services for May	\$	5,166.08
	6/21/22	RENEE MULLEN	0100	0000000	0000	7100	5800000	000	Professional Services	\$	865.00
	6/21/22	VERIZON WIRELESS	0100	0000000	0000	7200	5900001	000	June Statement	\$	123.40
	6/23/22	RUTH MONAHAN SMITH	0100	0000000	0000	7200	5200000	000	Mileage	\$	275.07
	6/23/22	ISOM ADVISORS, A DIVION OF URBAN FUTURES	0100	0000000	0000	7200	5800000	000	Professional Services	\$	4,100.00
4197	6/23/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	900.00
3767	6/23/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	5,040.00
3767	6/23/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	5,040.00
4199	6/23/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	80.00
4198	6/23/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	107.41
	6/23/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7100	5800000	000	Employee Benefits	\$	701.49
4010	6/23/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	111	Services for Thanksgiving Break	\$	245.44
4010	6/23/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	222	Services for Thanksgiving Break	\$	245.44
	6/23/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	111	Extra Patrol April	\$	154.27
	6/23/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	222	Extra Patrol April	\$	154.28
	6/23/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	222	Extra Patrol February	\$	231.50
	6/23/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	111	Extra Patrol February	\$	231.50
4055	6/23/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	222	Services for Winter Break	\$	175.00
4055	6/23/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	111	Services for Winter Break	\$	175.00
	6/23/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7200	5900001	000	Verizon - May Statement	\$	123.40
3943	6/27/22	RO HEALTH INC	0100	6500000	5760	3120	5800000	000	Services for May	\$	5,013.13
	6/27/22	T.L. SHIELD & ASSOCIATES, INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	300.00
	6/27/22	VIRGINIA LENAC	0100	7425000	1110	1000	5800000	000	Services for June	\$	625.00
	6/27/22	VIRGINIA LENAC	0100	7425000	1110	1000	5800000	000	Services for May	\$	3,500.00
3778	6/28/22	TOSHIBA FINANCIAL SERVICES	0100	0000000	0000	7200	5600000	000	Lease Payment June	\$	294.43
3778	6/28/22	TOSHIBA FINANCIAL SERVICES	0100	0000000	0000	2700	5600000	111	Lease Payment June	\$	294.42
3778	6/28/22	TOSHIBA FINANCIAL SERVICES	0100	0000000	0000	2700	5600000	222	Lease Payment June	\$	294.42
	6/28/22	COASTAL SPEECH THERAPY	0100	6500000	5760	3120	5800000	000	Services for June	\$	968.64
	6/28/22	ATKINSON, ANDELSON, LOYA, RUUD, & ROMO	0100	0000000	0000	7100	5800005	000	Services for May	\$	248.06

\$ 105,510.62

5000 (SERVICES) TOTALS: BALANCE: 1,235,524 ACCUMULATED BALANCE: 1,171,338 REMAINING BALANCE: 64,186

FUND 4000 - CAPITAL FACILITIES

	6/2/22	BEST BEST & KRIEGER LLP	4000	0000000	0000	8500	6200000	000	Services for February	\$	13,555.70
3780	6/6/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$	217.81
	6/21/22	NORTH COAST SIGNS	4000	0000000	0000	8500	6200000	000	Facility Equipment	\$	8,522.12
	6/23/22	BEST BEST & KRIEGER LLP	4000	0000000	0000	8500	6200000	000	Services for March	\$	20,178.20
3780	6/23/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$	217.81
3780	6/23/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$	217.81
3780	6/23/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$	217.81
3780	6/23/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$	217.81
3780	6/23/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$	217.81
3780	6/23/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$	217.81
3954	6/23/22	RANDAL L. PETERSON	4000	0000000	0000	8500	6200000	000	Professional Services	\$	11,333.00
3954	6/23/22	RANDAL L. PETERSON	4000	0000000	0000	8500	6200000	000	Professional Services	\$	11,333.00
3954	6/23/22	RANDAL L. PETERSON	4000	0000000	0000	8500	6200000	000	Professional Services	\$	11,333.00

\$ 77,779.69

PERSONNEL REPORT- AUGUST 4, 2022			
NAME	POSITION	ACTION	EFFECTIVE DATE
Eliot Post	Extended Day Aide	New Hire	6/22/2022
Jennifer Hatter	Executive Assistant to the Superintendent	New Hire	8/1/2022
Katharin Roth	PE Teacher	Temporary Contract (1.0 FTE)	8/9/2022
Tiffany Glass-Everett	Teacher	Temporary Contract (1.0 FTE)	8/9/2022
Jill Candelaria	STEAM Teacher	Temporary Contract (1.0 FTE)	8/9/2022
Scott Reily	STEAM Teacher	Temporary Contract (1.0 FTE)	8/9/2022
Elizabeth Jones	PE Teacher	Temporary Contract (.8 FTE)	8/9/2022
Sarah Pacetti	Teacher	Temporary Contract (.6 FTE)	8/9/2022
Isabelle Zapata	Music Teacher	Temporary Contract (.6 FTE)	8/9/2022
Allison Carter	Spanish Teacher	Temporary Contract (.4 FTE)	8/9/2022
Meghan Milliken	Teacher	Temporary Contract (1.0 FTE)	8/9/2022
Erin Hewitt	District Nurse	Probationary Contract 2nd Year (.4 FTE)	8/9/2022
Leannna Cope	Teacher	Temporary Contract (.5 FTE)	8/9/2022
Joanne Duehren	Teacher	Temporary Contract (.2 FTE)	8/9/2022
Consuelo Uribe	Bilingual Office Assistant	New Hire	8/15/2022
Erin Crowder	Health Office Assistant	New Hire	8/15/2022
Brooke Cardinale	Instructional Assistant II- Special Education	New Hire	8/15/2022

**Cardiff School District
Cardiff by the Sea, California 92007
August 4, 2022**

ITEM: APPROVE CARDIFF SCHOOL DISTRICT'S UNIFORM COMPLAINT
QUARTERLY REPORT FOR APRIL 1, 2022 THROUGH JUNE 30, 2022

BACKGROUND:

Governing boards of school districts in California are required to review and approve the District's Quarterly Report of Complaints regarding instructional materials, facilities and teacher staffing. This is the 4th Quarterly Report, prepared for the period of April, 1, 2022 through June 30, 2022. No complaints have been received for this period.

CURRENT CONSIDERATIONS:

The San Diego County Office of Education has created a link on their website for school districts to electronically report the required information and the Cardiff School District has completed the reporting process for the quarter specified above.

FINANCIAL IMPLICATIONS:

There are no current financial implications at this time.

RECOMMENDATION:

It is respectfully recommended that the Board approve the Uniform Complaint Quarterly Report for April 1, 2022 through June 30, 2022.

SDCOE Uniform Complaint Quarterly Reports Database

Williams and Valenzuela Settlements

Quarterly Complaint Summary [ADD a new summary record](#)

Submitted By: Emily Horta
Title: Williams District Contact
Report Date: 7/5/2022
Quarter: 4/1/2022 - 6/30/2022

	Received	Resolved	Unresolved
Instructional Material	0	0	0
Facilities	0	0	0
Misassignment	0	0	0

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San Diego County Office of Education

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San Diego, CA 92111-7319
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[Uniform Complaint Procedure](#)

**Cardiff School District
Cardiff-By-The-Sea, California 92007
August 4, 2022**

ITEM: APPROVE NONPUBLIC AGENCIES MASTER CONTRACT BETWEEN THE CARDIFF SCHOOL DISTRICT AND RO HEALTH, INC, FOR THE 2022-23 SCHOOL YEAR.

BACKGROUND

California Government Code Section 53060 authorizes school districts “to contract with...any persons or agencies for the furnishing of special services... if such persons or agencies are specially trained and experienced and competent to perform the special services required...”

Part of the process of paying a nonpublic agency requires an agreement signed between the school district and the consultant.

CURRENT CONSIDERATIONS

Special education students IEP’s mandates special services. The District does not employ behavior intervention technicians; therefore, we are contracting with a nonpublic agency for these services.

FINANCIAL IMPLICATIONS

The cost is not to exceed \$65,000.00 for the 2022-23 school year.

RECOMMENDATION

It is respectfully recommended that the Board approve the Nonpublic Agency Services Master Contract between Cardiff School District and Ro Health, Inc, for the 2022-23 school year.

**Cardiff School District
Cardiff-By-The-Sea, California 92007
August 4, 2022**

ITEM: APPROVE NONPUBLIC AGENCIES MASTER CONTRACT BETWEEN THE CARDIFF SCHOOL DISTRICT AND COASTAL SPEECH THERAPY, FOR THE 2022-23 SCHOOL YEAR

BACKGROUND

California Government Code Section 53060 authorizes school districts “to contract with...any persons or agencies for the furnishing of special services... if such persons or agencies are specially trained and experienced and competent to perform the special services required...”

Part of the process of paying a nonpublic agency requires an agreement signed between the school district and the consultant.

CURRENT CONSIDERATIONS

Special education students IEP’s mandates special services. At this time, Coastal Speech Therapy will provide additional support for speech and language services to identified preschool students, per their IEP’s.

FINANCIAL IMPLICATIONS

The cost is not to exceed \$36,000 for the 2022-23 school year.

RECOMMENDATION

It is respectfully recommended that the Board approve the Nonpublic Agency Services Master Contract between Cardiff School District and Coastal Speech Therapy, for the 2022-23 school year.

**Cardiff School District
Cardiff-By-The-Sea, California 92007
August 4, 2022**

ITEM: APPROVE NONPUBLIC AGENCIES MASTER CONTRACT BETWEEN THE CARDIFF SCHOOL DISTRICT AND VERBAL BEHAVIOR ASSOCIATES, FOR THE 2022-23 SCHOOL YEAR

BACKGROUND

California Government Code Section 53060 authorizes school districts “to contract with...any persons or agencies for the furnishing of special services... if such persons or agencies are specially trained and experienced and competent to perform the special services required...”

Part of the process of paying a nonpublic agency requires an agreement signed between the school district and the consultant.

CURRENT CONSIDERATIONS

Special education students IEP’s mandates special services. The District does not employ behavior intervention technicians; therefore, we are contracting with a nonpublic agency for these services.

FINANCIAL IMPLICATIONS

The cost is not to exceed \$160,000.00 for the 2022-23 school year.

RECOMMENDATION

It is respectfully recommended that the Board approve the Nonpublic Agency Services Master Contract between Cardiff School District and Verbal Behavior Associates, for the 2022-23 school year.

**Cardiff School District
Cardiff-By-The-Sea, California 92007
August 4, 2022**

ITEM: APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE CARDIFF SCHOOL DISTRICT AND JMD
LANDSCAPE, INC.

BACKGROUND

California Government Code Section 53060 authorizes school districts “to contract with...any persons for the furnishing of special services... if such persons are specially trained and experienced and competent to perform the special services required...” Part of the process of paying an independent contractor requires an agreement signed between the school district and the consultant

CURRENT CONSIDERATION

JMD Landscape, Inc. will provide landscape maintenance for the district.

FINANCIAL IMPLICATIONS

The amount to be paid to JMD Landscape, Inc. is \$60,480.00, and will be paid using general funds. This amount is in the 2022-23 budget.

RECOMMENDATION

It is respectfully recommended that the Board approve the Independent Contractor Agreement between the Cardiff School District and JMD Landscape, Inc.



COVID-19 Protocols 2022-2023

Cardiff School District

COVID-19 Protocols

2022-23

To promote the health, safety, well-being, and academic success of students and staff members in response to COVID-19, the following protocols and procedures are in place.

Stay Home When Appropriate

- Staff and students should remain at home if symptomatic.
- Symptoms include fever of 100 or higher, chills, new cough, nasal congestion or runny nose, shortness of breath or difficulty breathing, new muscle or body aches or fatigue, headache (if abnormal for you), new loss of taste or smell, sore throat, diarrhea, loss of appetite, nausea, vomiting, abdominal pain, or recent diagnosis of COVID-19
- Symptomatic students and staff members must follow the protocols listed in the SDCOE [COVID-19 Decision Tree](#) to guide their return to school.

Testing

- A positive COVID-19 test result must be reported to the school office.
- At-home antigen tests and laboratory-confirmed PCR tests are acceptable.
- Per Cal/OSHA employee guidance, at-home employee test results must include the time/date the test was administered.
- Unvaccinated employees must continue to test weekly.

Following a Positive Test Result

- In the event of a positive test result, individuals may return to school on Day 6 or later if they test negative and their symptoms are resolving.
- Staff members returning on Days 6-10 must wear a mask, and students are encouraged to do so.
- If a negative test cannot be obtained before Day 10, the individual may return on Day 11.

Following a Confirmed COVID-19 Exposure

- We follow the guidance of the SDCOE [COVID-19 Decision Tree](#).
- All exposed, asymptomatic individuals, regardless of vaccination status, may continue to attend school/work but should test once on Day 3, 4, or 5 following the exposure. Those within 90 days of prior infection should not test. Positive test results must be reported.
- The school office will provide an at-home antigen test kit upon request for students and staff who were exposed at school.
- Exposed individuals or their caregivers will be notified by the school of the exposure.
- For exposed students, masks are recommended, but not required, through Day 10. For exposed staff, masks are required through Day 10 per the Cal/OSHA Emergency Temporary Standards.

Face Coverings

- Face coverings continue to be recommended indoors, but not required, for students and staff.
- Face masks are available for individuals who would like one.
- Face covering choice should be supported and protected by all staff and students.
- Staff must use face coverings where required per current Cal/OSHA standards, such as in the event of an exposure (regardless of vaccination status), or upon return from quarantine before Day 11.

Notifications

- Exposed individuals or their caregivers will be notified by the school of an exposure.
- Schoolwide notifications will be sent only when the overall community levels are high, in an effort to inform families and staff so that they may exercise whatever precautionary measures they deem necessary.
- The case dashboard is being replaced with a link to [local case rates](#) updated regularly by county public health.

Healthy, Clean Environment

- Our campuses are cleaned daily using EPA-approved products.
- Upgraded and frequently replaced HVAC filters are in use throughout the District.
- HEPA air purifiers are used in all classrooms and indoor communal areas.

Volunteers

- We welcome volunteers and appreciate the support of our students.
- Volunteers must have a completed volunteer form on file in the school office.
- Proof of vaccination or a negative antigen test is required prior to volunteering.
- Please refrain from volunteering if you have symptoms, and report a positive COVID test result to the school office if you volunteered within 2 days of testing positive.

Rev 8/4/2022

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Cardiff Elementary School District

CDS Code: 37680070000000

School Year: 2022-23

LEA contact information:

Jill Vinson

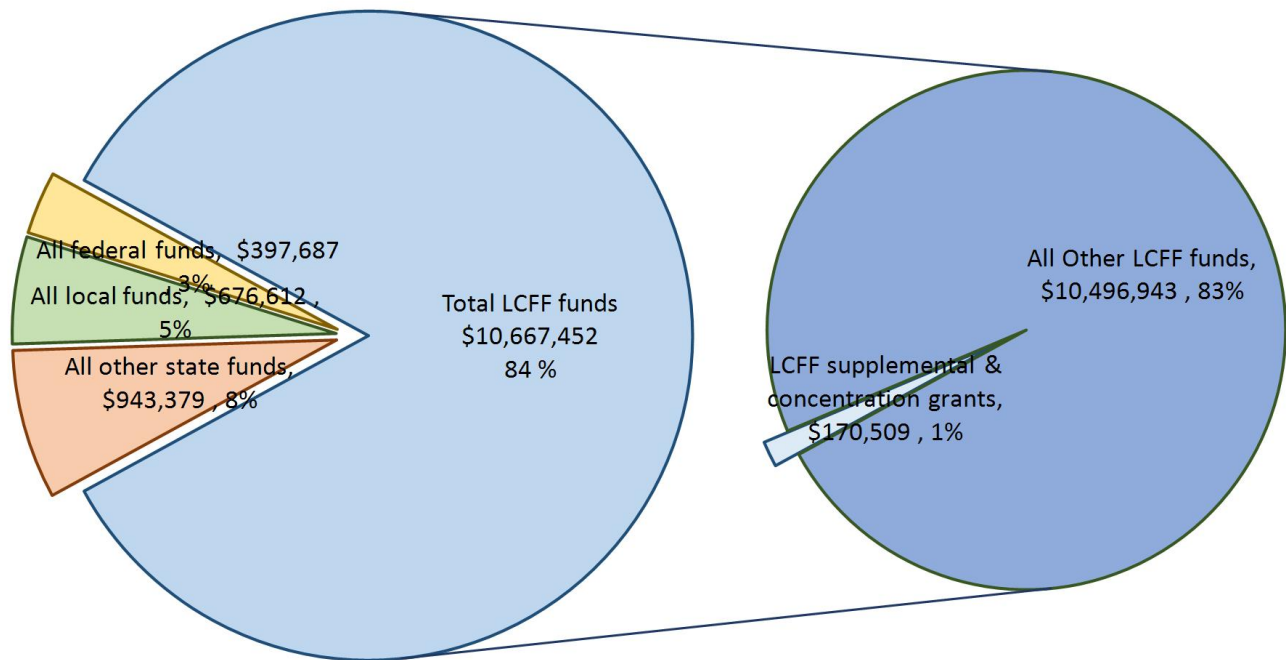
Superintendent

760--632--5890

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2022-23 School Year

Projected Revenue by Fund Source



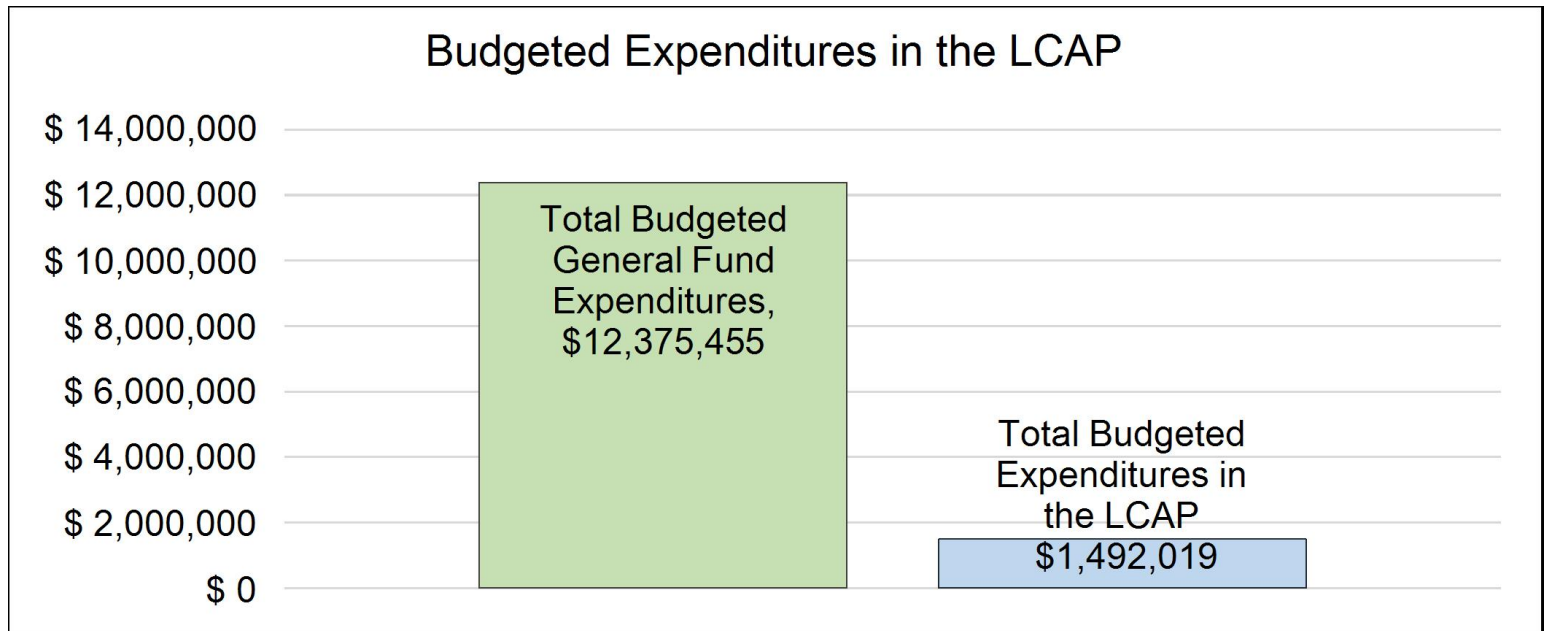
This chart shows the total general purpose revenue Cardiff Elementary School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Cardiff Elementary School District is \$12,685,130, of which \$10667452 is Local Control Funding Formula (LCFF), \$943379 is other state

funds, \$676612 is local funds, and \$397687 is federal funds. Of the \$10667452 in LCFF Funds, \$170509 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Cardiff Elementary School District plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Cardiff Elementary School District plans to spend \$12,375,455 for the 2022-23 school year. Of that amount, \$1,492,019 is tied to actions/services in the LCAP and \$10,883,436 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

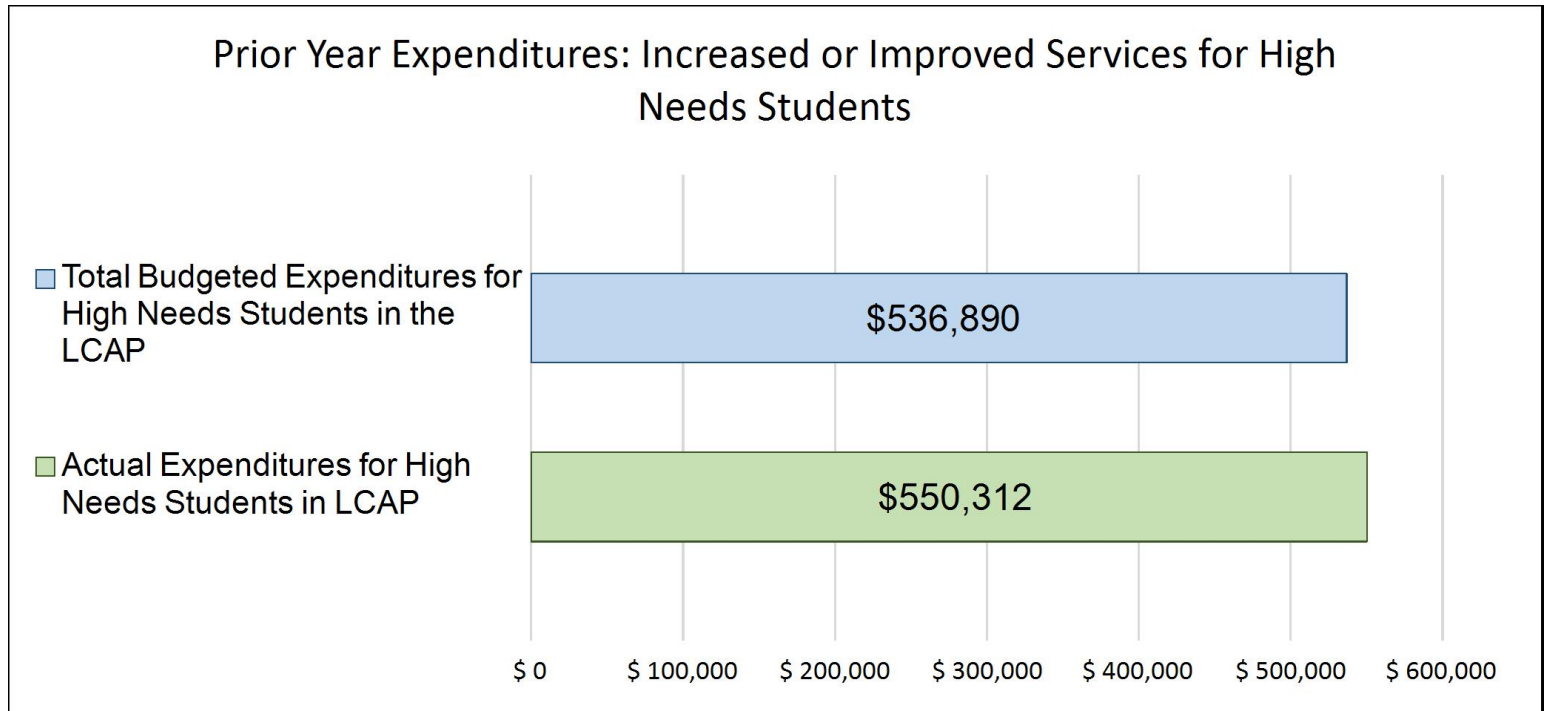
Special Education Expenses, Maintenance and Operation Expenses, Administrative and Personnel Costs

Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Cardiff Elementary School District is projecting it will receive \$170,509 based on the enrollment of foster youth, English learner, and low-income students. Cardiff Elementary School District must describe how it intends to increase or improve services for high needs students in the LCAP. Cardiff Elementary School District plans to spend \$558,365 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Cardiff Elementary School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Cardiff Elementary School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Cardiff Elementary School District's LCAP budgeted \$536890 for planned actions to increase or improve services for high needs students. Cardiff Elementary School District actually spent \$550312 for actions to increase or improve services for high needs students in 2021-22.

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Cardiff Elementary School District	Jill Vinson Superintendent	jvinson@cardiffschools.com (760) 632-5892

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

The Cardiff School District engages its educational partners throughout the 2021-22 school year in a variety of ways to obtain input on a variety of district programs and services provided to our students. Due to limited LCFF resources, not all of these expressed needs can be addressed in the LCAP, however this feedback has been considered in the use of additional funds received.

In addition, the LEA has engaged Educational Partners during the 2021-22 school year as follows:

- A public meeting was held on 11/09/2021 regarding the Educator Effectiveness Block Grant.
- A public meeting is planned for 06/02/2022 regarding the Expanded Learning Opportunities Program.

Feedback is planned to be collected and input responded to during the following regularly scheduled 2021-22 meetings with staff and parent groups:

- School Site Council
- The local SELPA (NCCSE)
- District English Language Advisory Committee
- District Parent Advisory (SEA)/Community
- Student Council
- Certificated Staff
- Classified Staff
- Administrative Leadership, including Principals and Superintendent
- Board of Trustees

A parent and staff survey is also planned for the spring of 2022

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

The Cardiff School District did not receive the additional concentration grant add-on funding.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Throughout the LCAP development process, the Cardiff School District receives input on a variety of services provided to students including how to best support students recovering from the COVID-19 pandemic including addressing the impacts of distance learning. Our educational partners engaged in a LCAP survey in the spring of 2021. The feedback from this survey was used to develop the ESSER III plan.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

It is the priority of the Cardiff School District to ensure the health and safety of students, educators, and other staff as well as to ensure continuity of services required by the American Rescue Plan (ARP) Action of 2021. To this end, Cardiff School District will be replacing and updating HVAC systems in order to maintain high levels of air filtration to support safe in-person learning environments for students. Our student iPads will be refreshed for all students in order to increase access to personalized learning environments and provide more personalized instruction based on students needs. A math intervention teacher (.8FTE) will be provided to build a sustainable intervention program that will support students in grades 3-6 in the understanding of mathematical concepts for 2022-23 through 2023-24 school years.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

The Cardiff School District considers the LCAP to be the comprehensive planning document that captures the priorities, goals, and actions to improve student outcomes. As such, all additional funds received are viewed through the lens of the LCAP to determine where student needs exist and what services are needed to address those needs.

Some examples of how these additional funds are aligned are:

- Extra aide support, after school tutoring, math intervention teacher, and refresh of iPads aligns with LCAP Goal 1 to ensure excellence in student learning for all students in all subject areas through high quality instruction and response to intervention.
- Replace and update our HVAC systems aligns with our ESSER III Expenditure Plan to provide safe and well maintained environments for all students.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code*

Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: *“A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”*

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Cardiff Elementary School District	Jill Vinson Superintendent	jill.vinson@cardiffschools.com 760--632--5890

Plan Summary [2022-23]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Established in 1913, the Cardiff School District, with 630 students, is a small school experience by the sea. Our district consists of two award--winning schools; Cardiff School serves approximately 260 students in grades K--2 and Ada Harris School serves approximately 370 students in grades 3--6. The district demographics include 14.9% socioeconomically disadvantaged students and 5.4% English Learners and 0.2% Foster Youth. Cardiff Schools provide a quality education in a high performance district. We are proud to be part of a community with high expectations for education and achievement. We enjoy a supportive and engaged community and active parent involvement. Our schools provide a positive foundation for a lifetime of learning and friendships. At Cardiff Schools, students discover, find their passion, and develop a love of learning.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

The Cardiff School District is proud of the quality of instruction that students were provided this year as we returned to full-time in-person instruction, 5 days per week. We focused on the safety of our students by aligning our COVID protocols with state and county guidance and offering on-site COVID testing for any students or staff that were exposed during the school day. Throughout this year, we have increased our focus on social emotional learning and well being of our students while providing more targeted intervention to our English learner students and students not meeting benchmarks. Our teachers continue to engage students in personalized learning opportunities to ensure students are receiving instruction that meets their individualized needs. Based on current local data (Houghton Mifflin Harcourt Inventory), 14.6% of our students are not meeting benchmark standards in ELA and 30.8% of our students are not meeting benchmark standards for math. Our ELA data represents a decrease of students not meeting benchmarks while our math data represents a slight increase of students

not meeting benchmarks. Our educational partners indicated in our LCAP survey that they appreciate the wide variety of specialized programs that we offer to our students on a weekly basis, the focus on social-emotional learning, and focus on personalized instruction.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Based on a review of our local data (DIBELS and Houghton Mifflin Harcourt Inventory), our greatest need remains in the area of English Learners, Hispanic, Socioeconomically Disadvantaged, and Students with Disabilities. In ELA, 85.4% of our students scored at or above grade level. However, 52.6% of English Learners were not meeting benchmarks for ELA. In Mathematics, 69% of our students scored at or above grade level. However, 61% of English Learners, 49.2% of Hispanic, 46.8% Socioeconomically Disadvantaged, and 54.9% Students with Disabilities were not meeting benchmarks for math. In Chronic Absenteeism, 10% of our students were considered to be chronically absent. Our student groups with the highest absenteeism rates were 20% of Hispanic students, 25% of English Learner students, 25% Socioeconomically Disadvantaged, and 19% Students with Disabilities. We will focus on improving the delivery of our ELA and math intervention services to our English Learners, Socioeconomically Disadvantaged, Students with Disabilities (Goal 1, Actions 2 and 4). We will continue to support our chronically absent students by providing consistent outreach and needed resources. We will provide all students with consistent social-emotional classroom lessons (Goal 2, Action 1, 2, 4, and 6).

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

The Cardiff School District will continue to focus on engaged student learning and parent participation. We will provide additional instructional support to students not meeting local benchmarks in State Standards and to English Learners, Hispanic, Socioeconomically Disadvantaged, and Students with Disabilities. We will continue to support social-emotional learning for all of our students and increased outreach to students identified as chronically absent.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

n/a

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

n/a

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

n/a

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

A LCAP Survey Link to collect input on District Priorities was sent to all stakeholders, including certificated and classified staff and all parents, including parents of students with disabilities and EL students. Student focus groups were conducted at both sites and input was collected and is reflected in our LCAP. Feedback was collected and reflected in the LCAP. A LCAP Draft was sent to all parents, classified staff, and certificated bargaining unit (CETA) members and posted the on website. Feedback was collected and input responded to. In addition, the following groups were provided opportunities to provide LCAP input:

- School Site Council was consulted and reviewed LCAP Draft
- The local SELPA (NCCSE) discussed the LCAP and LCAP process
- District English Language Advisory Committee was consulted and reviewed LCAP Draft
- District Parent Advisory (SEA)/Community was consulted and reviewed LCAP Draft
- Certificated Staff was consulted and reviewed LCAP Draft
- Classified Staff was consulted and reviewed LCAP Draft
- Administrative Leadership, including Principals and Superintendent, were consulted and reviewed LCAP Draft
- Board of Trustees was consulted and reviewed LCAP Draft
- Public Hearing was held June 2, 2022
- Board Approval on June 7, 2022

A summary of the feedback provided by specific educational partners.

All stakeholders, including staff, were supportive of maintaining the current LCAP goals, with an increased focus on study skills, math support, and social-emotional learning. Parents want to see students continue to be engaged and challenged through relevant, personalized learning opportunities as well as having a connection to classroom activities. Parents of EL students want EL students to receive more targeted intervention for EL students not meeting benchmarks. Our students enjoy all of our speciality programs, kind and caring teachers, spirit days, Cardiff Way and speciality assemblies. Students would like new outdoor toys, more themed spirit weeks, and a band class.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

A continued focus on the social-emotional learning and well-being of students was addressed in (Goal 2, Actions 1, 2, 4). Student engagement through relevant, personalized learning opportunities is included in (Goal 1, Action 3). Parent connections to classroom activities are addressed in (Goal 3, Action 1). Targeted intervention for students not meeting benchmarks, including English Learner students, is (Goal 1, Action 2, 4). Increased instructional assistant and teacher support for math and student study skills was addressed in (Goal 1, Action 2).

Goals and Actions

Goal

Goal #	Description
1	Ensure excellence in student learning for all students in all subject areas through high quality instruction and responsive intervention.

An explanation of why the LEA has developed this goal.

A focus on high-quality instruction and providing intervention for students not meeting benchmark standards emerged as a continuing high priority from stakeholder groups.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
1A. Increase student scores on local data measures in ELA and Math for all students and by 10% for English Learner subgroup	1A. 82% of K-2 students and 84% of 3-6 students scored above Proficiency on local assessments (DIBELS and HM Reading Inventory). Additional local data measures and baselines for subgroups will be established in 20-21.	1A. 70% of K-2 students and 80% of 3-6 students scored above Proficiency on local assessments (DIBELS and HM Reading Inventory). 41% of K-2 English Learners and 59% of 3-6 English Learners scored above Proficiency on local assessments (DIBELS and HM Reading Inventory). 60% of K-2 students and 64% of 3-6 students scored above proficiency on			The scores of all students will increase and English Learner scores will increase by 10% on the established local data measures

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		local assessments (Acadience Math).			
1B. Basic Services	1B. 100% fully credentialed teachers in appropriate assignments, all students have access to Common Core aligned instructional materials, both schools scored “Good” or better on the FIT	1B. 100% fully credentialed teachers in appropriate assignments, all students have access to Common Core aligned instructional materials, both schools scored “Good” or better on the FIT			100% fully credentialed teachers in appropriate assignments, all students have access to Common Core aligned instructional materials, both schools scored “Good” or better on the FIT
1C. Increase the number of English Learners reclassified as English Proficient from current year	1C. 2 EL’s (.8%) were reclassified as English Proficient in 2019. No EL’s were reclassified in 2020.	1C. 6 EL’s (12%) were reclassified as English Proficient in 2021-22.			Increase the percentage to 3%
1D. Ensure implementation and access to Common Core State Standards for all students, including English Learners, and ELD for English Learners, for purposes of gaining content knowledge and English language proficiency as evidenced by classroom	1D. Common Core State Standards are being implemented for 100% of students and ELD for English Learners, in all classrooms	1D. Common Core State Standards are being implemented for 100% of students and ELD for English Learners, in all classrooms as evidenced by site admin weekly classroom walkthroughs, monthly district classroom walkthroughs, and classroom observations.			Implement Common Core State Standards for 100% of students and ELD for English Learners, in all classrooms

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
walkthroughs and observations					
1E. Ensure all students, including unduplicated students and students with exceptional needs, are enrolled in a broad course of study as measured by the number of PE and NGSS participation minutes. Increase the percentage of students scoring in the HFZ in 6 out of 6 areas on the State Physical Fitness Test from previous year	1E. 100% of students participate in 200 minutes of physical education every 10 days. No HFZ data is available for 2020. A new baseline will be established. Baseline for participation in NGSS aligned instruction is 100%	1E. 100% of students participate in 200 minutes of physical education every 10 days. No HFZ data is available for 2021. 100% of students participated in physical fitness test. 100% of students are participating in NGSS aligned instruction.			100% participation in 200 minutes of physical education every 10 days and NGSS aligned instruction. 15% increase in the percentage of students scoring in 6 out of 6 areas on the State Physical Fitness Test from previous year
1F. Increase the percent of English Learners who make progress in English Proficiency based on the ELPAC	1F. 41.2% of English Learners made progress in English Proficiency based on the ELPAC	1F. 46% of English Learners made progress in English Proficiency based on the ELPAC			51.2% of English Learners will make progress in English Proficiency based on the ELPAC

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Local Data Measures	Research, purchase and implement assessment tools to be used at grades K-6 to determine student progress	\$153,861.00	No

Action #	Title	Description	Total Funds	Contributing
1.2	Responsive Intervention	Provide additional small group instruction in Common Core Standards to students not meeting benchmark on DIBELS Math and ELA and to English Learners. *Learning Lab Teacher and Instructional Assistants *Impact Teacher and Instructional Assistant	\$629,449.00	Yes
1.3	Basic Services	a. Appropriately credentialed and assigned Certificated and Classified staff provide instruction and support to all students, including EIs and students with exceptional needs b. Provide standards aligned materials to all students c. Provide Professional Development and teacher support in California Standards d. Provide 1:1 iPads for all K-6 students e. Engage students in relevant, personalized learning experiences that require critical thinking, communication, collaboration and creativity	\$142,000.00	No
1.4	English Learners	Research, purchase and implement ELD curriculum to provide additional intervention support for English Learners. English Learners will be provided additional small group support in reading, writing, listening or speaking based on their ELPAC subtest scores. All staff will engage in professional development to further their knowledge of ELD standards, integrated, and designated ELD.	\$40,000.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The district curriculum committee work focused on refreshing report cards K-6 to ensure continuity and ease of use for staff and parents. Therefore the curriculum committee was unable to begin researching new K-6 local assessment tools. Intervention teachers worked with site administrators to research English language development curriculum that provides support for English learners in the students' greatest area

of need as indicated by the English Language Proficiency Assessment for California subtest scores. After extensive research a curriculum was purchased and implementation started in the spring of 2022.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

(1.1) The district did not purchase an assessment tool during the 2021-22 school year, but has plans to purchase one during the 2022-23 school year. The anticipated cost of the diagnostic software has increased. (1.2) The district hired additional staff to support our response to intervention service and staff salary was increased. (1.3) The cost of new technology has increased and the staff salary has increased. (1.4) ELD curriculum was purchased. However, the ELD curriculum did not cost as much as budgeted.

An explanation of how effective the specific actions were in making progress toward the goal.

All students including English learners not meeting benchmarks on DIBELS or HMH Reading Inventory were provided additional ELA small group instruction. 85% of students who participated in the additional small group instruction met benchmarks by the end of the year. All teachers participated in writing professional development throughout the year to support all students including English learners in developing ideas, voice, and structure for particular writing genres. Educational partner feedback from both staff and parents indicated the importance of maintaining small group instruction for all students and professional development to support our instructional programs.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The timespan to implement Action 1.1 was lengthened from 1 year to 3 years to allow the district curriculum committee more time to research, purchase, and implement new K-6 local assessment tools. Based on educational partner feedback, the timespan for Action 1.2 was lengthened from 2 years to 3 years and an Impact teacher and instructional aide were added to provide additional support in the area of math and study skills.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Support the social and emotional growth of all students

An explanation of why the LEA has developed this goal.

This goal was a priority for all stakeholders as evidenced by survey results.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
2A. Decrease the suspension and expulsion rates from the current year	Suspension rate is .1% and expulsion rate is 0	Suspension rate is .15% and expulsion rate is 0			Decrease from previous year
2B. Student sense of safety and school connectedness will increase from the previous year based on the Panorama student screener administered annually to all students	No Universal screener is currently in place. A baseline will be established in 21-22 using the Panorama student screener.	A universal screener (Panorama) is currently in place, but was not administered in 21-22. 84% of students feel connected to school and 89% of students feel safe at school as measured by the 2020 California Healthy Kids Survey.			Increase student sense of safety and school connectedness from the previous year
2C. Increase the district-wide attendance rates	Districtwide attendance rate is 96.9%	Districtwide attendance rate is 92.23%			Attendance rate will increase from the previous year

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
2D. Decrease chronic absenteeism from the previous year	Chronic absenteeism rate is 6.4%	Chronic absenteeism rate is 20.57%			Chronic absenteeism will decrease from the previous year
2E. Students will have access to a social and emotional learning curriculum	No students have access to a social and emotional learning curriculum	60% of students have access to a social and emotional learning curriculum as measured by the number of classrooms the SEL counselor delivered lessons in.			100% of students will have access to a social and emotional learning curriculum

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	SEL Curriculum	Research, purchase, and implement a social and emotional learning curriculum.	\$1,500.00	No
2.2	SEL Universal Screener	Research, purchase, and implement a social and emotional Universal screener.	\$27,000.00	No
2.3	Base Program	a. Provide a 20% nurse at each school site b. 100% of students in grades K-6 will participate in a minimum of 200 minutes every 10 days of engaging physical education c. The district Nutrition Services will offer high quality, nutritious and appealing lunches to students and staff	\$378,093.00	No
2.4	SEL Counselor	Site based counseling services and community support for outside referrals will be available to support all K-6 students	\$54,000.00	No

Action #	Title	Description	Total Funds	Contributing
2.5	Cultural Awareness and Diversity	Students will be engaged in activities that promote cultural awareness and diversity.	\$0.00	No
2.6	Student Engagement	Students who are identified as chronically absent will receive outreach, support, and resources from the office and other appropriate staff.	\$0.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Our district social emotional learning (SEL) committee researched several different SEL curriculums this year. The committee decided to strengthen and enhance our Cardiff Way with character traits that will be focused on monthly during the 2022-23 school year. The SEL committee will continue to review social emotional curriculum in the 2022-23 school year or develop a curriculum tailored to our district's philosophy, culture, and students' needs. Our district researched and purchased a social emotional universal screener and plans to begin implementation in the 2022-23 school year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

Our educational partner and student focus group feedback indicated that our SEL counselor has helped students immensely as they have transitioned back to full-day instruction and with their social emotional needs. Our SEL counselor has assisted our SEL committee in determining a social emotional curriculum and implementation planning. Our leadership team has engaged in the county Leading for Equity training this year and plans to implement more culture awareness and diversity activities with staff in the 2022-23 school year. In order to improve chronic absenteeism rate, our office staff will continue to provide outreach, support, and resources to students who are identified as chronically absent.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no planned changes to this goal for the 2022-23 school year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Improve and/or increase parent participation in their child(ren)s learning process.

An explanation of why the LEA has developed this goal.

Active parent engagement remains a high priority based on parent input.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
3A. Increase opportunities for parent participation in classroom, school and district activities	There were no opportunities for in-person parent participation in classrooms or at schoolwide activities. A baseline will be established in 21-22	In November of 2021, parents were able to return to classrooms to volunteer. Parents were also able to volunteer for 14 for special activities to include field trips held in the 2021-22 school year.			Increase opportunities annually
3B. Increase the percentage of families that provide input into district priorities through our annual SEA Budget Survey	45% percent of families provided input into district priorities through our annual SEA Budget Survey	43% percent of families provided input into district priorities through our annual SEA Budget Survey			60% percent of families provide input into district priorities through our annual SEA Budget Survey
3C. Increase the percentage of parents of English Learners, students with disabilities, and	95% of parents of English Learners, students with disabilities, and unduplicated students	92% of parents of English Learners, students with disabilities, and unduplicated students			The percentage of parents of English Learners, students with disabilities, and unduplicated students

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
unduplicated students that participate in Parent Teacher Conferences from the previous year	participated in Parent Teacher Conferences	participated in Parent Teacher Conferences			that participate in Parent Teacher Conferences will increase from the previous year

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Base Program	a. All classroom teachers will communicate and share classroom activities with parents using a Learning Management System b. A survey will be sent to all parents to provide input into district priorities c. The district will work with our parent organization to develop and promote Family Night activities at each school site	\$7,200.00	No
3.2	Bilingual Assistants	The district will provide a bilingual assistant at each school site to support English Learner families in their understanding of achievement data, intervention services and home-school connections and communication	\$58,916.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

As students returned to full-day in-person instruction some teachers have not been utilizing the learning management system as much for parent communication. Both school sites help in-person Back to School and Open House evening events. However, some family nights were modified or not held in accordance with COVID protocols.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

Our bilingual assistants have been effective in providing outreach to our English learner families to include English translation for parent meetings, outreach for academic concerns, and providing intervention.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Both school sites have planned two family nights in addition to Back to School Night and Open House for the 2022-23 school year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
170509	0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
3.22%	0.00%	\$0.00	3.22%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Cardiff School District ensures that our foster youth, English learners, and socio-economically disadvantaged students' needs are the primary focus in Goal 1/Action 2, Goal 1/Action 4, Goal 2/Actions 1, 2, 4, and 6, Goal 3/Action 2.

Goal 1 Action 2: Foster youth, English learners, and low-income students are prioritized to be placed in classrooms with fully credentialed teachers in appropriate assignments and have access to Common Core aligned instructional materials. Two 0.5 FTE Teacher on Special Assignment and 4.91 FTE Instructional Assistants provide strategic small group instruction in flexible small groups for students identified as not meeting grade level standards in ELA and math. In addition, one 0.3 FTE Teacher on Special Assignment and 0.2 FTE Instructional Assistant will provide small group strategic instruction to students identified as needing direct instruction to obtain study skills and supplemental instruction in math.

Goal 2 Action 6: Bilingual Office Assistants at each school site 1.17 FTE will provide outreach, support, and resources to students identified as chronically absent.

Goal 3 Action 2: Bilingual Assistants at each school site will support English Learner families in their understanding of achievement data, intervention services and home-school connections and communication. Each school office has a Bilingual Office Assistant 1.17 FTE to assist with translation of parent communication and assisting families with securing community resources. Instructional Assistants 5.53 FTE provide additional support to English learners in the classroom to assist students with grade level curriculum.

These services and actions have proven the most effective use of funds to support unduplicated pupils based on district data, which shows evidence of academic growth for unduplicated pupils on our local assessments. The district also had successful experience increasing involvement of families of unduplicated pupils in their child's academic progress through our bilingual assistant outreach programs, including increased participation in parent conferences and Student Study Team meetings.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The district has exceeded its requirement to increase or improve services for unduplicated pupils since the District is currently providing services above its Increased Appointment. The District continually monitors the services it provides and improves any deficiencies to the programs that serve its low-income, English learners and foster youth population.

As described in the district's Local Control Accountability Plan, the following services for all students considered the needs for pupils within the unduplicated population first:

- For low-income pupils, certificated and paraprofessional support staff will provide direct instruction to students, professional development, and consultations with classroom teachers. Additional intervention programs will be provided for students who do not make expected progress.
- For English learners, support teachers and staff will provide direct instruction to students, professional development and consultations with classroom teachers. A bilingual assistant at each school site will provide outreach with families, translations and will network within community organizations. Additional intervention programs will be provided for students who do not make expected progress.
- For foster youth, the district will provide individual outreach to families of Foster Youth to coordinate services and will provide intervention programs for pupils that do not make expected progress.
- Based on district data, which shows evidence of academic growth on our local assessments, these services and actions are the most effective use of funds to support unduplicated pupils. Students who are identified as chronically absent will receive outreach, support, and resources from the office and other appropriate staff.
- For English learners, support teachers and staff will provide direct instruction to students, professional development and consultations with classroom teachers. A bilingual assistant at each school site will provide outreach with families, translations and

will network within community organizations. Additional intervention programs will be provided for students who do not make expected progress.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

We do not have a high concentration above 55%.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	10.84:103	
Staff-to-student ratio of certificated staff providing direct services to students	0.80:103	

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$898,266.00	\$401,000.00	\$192,753.00		\$1,492,019.00	\$935,118.00	\$556,901.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Local Data Measures	All	\$3,861.00	\$150,000.00			\$153,861.00
1	1.2	Responsive Intervention	English Learners Foster Youth Low Income	\$499,449.00	\$130,000.00			\$629,449.00
1	1.3	Basic Services	All	\$142,000.00				\$142,000.00
1	1.4	English Learners	English Learners		\$40,000.00			\$40,000.00
2	2.1	SEL Curriculum	All	\$1,500.00				\$1,500.00
2	2.2	SEL Universal Screener	All		\$27,000.00			\$27,000.00
2	2.3	Base Program	All	\$185,340.00		\$192,753.00		\$378,093.00
2	2.4	SEL Counselor	All		\$54,000.00			\$54,000.00
2	2.5	Cultural Awareness and Diversity	All					\$0.00
2	2.6	Student Engagement	All					\$0.00
3	3.1	Base Program	All	\$7,200.00				\$7,200.00
3	3.2	Bilingual Assistants	English Learners	\$58,916.00				\$58,916.00

2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
5295321	170509	3.22%	0.00%	3.22%	\$558,365.00	0.00%	10.54 %	Total:	\$558,365.00
								LEA-wide Total:	\$558,365.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	Responsive Intervention	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$499,449.00	
3	3.2	Bilingual Assistants	Yes	LEA-wide	English Learners	All Schools	\$58,916.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$1,380,821.00	\$1,288,764.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Local Data Measures	No	\$53,861.00	5500
1	1.2	Responsive Intervention	Yes	\$605,240.00	629449
1	1.3	Basic Services	No	\$109,408.00	109410
1	1.4	English Learners	No	\$95,000.00	10000
2	2.1	SEL Curriculum	No	\$2,000.00	2000
2	2.2	SEL Universal Screener	No	\$27,000.00	27000
2	2.3	Base Program	No	\$370,680.00	385507
2	2.4	SEL Counselor	No	\$54,000.00	54000
2	2.5	Cultural Awareness and Diversity	No	\$0.00	0
2	2.6	Student Engagement	Yes	\$0.00	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.1	Base Program	No	\$6,982.00	6982
3	3.2	Bilingual Assistants	Yes	\$56,650.00	58916

2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
172,352	\$536,890.00	\$550,312.00	(\$13,422.00)	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	Responsive Intervention	Yes	\$480,240.00	492246		
2	2.6	Student Engagement	Yes	\$0.00	0		
3	3.2	Bilingual Assistants	Yes	\$56,650.00	58066		

2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
5,316,247.00	172,352	0	3.24%	\$550,312.00	0.00%	10.35%	\$0.00	0.00%

Instructions

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For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

POLICY GUIDESHEET

AUGUST 4, 2022

Board Policy 6153 - Short Term Independent Study

This short term Independent Study policy replaces the previous Independent Study policy that was in effect for the 2021-22 school year.

Administrative Regulation 6153 - Independent Study

As the corresponding administrative regulation pertains to the previous Independent Study policy, it is no longer relevant and is therefore being discontinued.

Exhibit(1) 1113 - District and School Web Sites

Exhibit updated to reflect NEW LAW (AB 27, 2021) which includes posting requirements related to the identification of homeless students and NEW LAW (AB 819, 2021) which includes posting requirements related to specified environmental review documents as required by the California Environmental Quality Act. Exhibit also updated to add posting requirements related to posters published by the California Department of Fair Employment and Housing, and amend the item regarding the district's meal payment collection policy and procedures to reference a different memorandum regarding unpaid meal charges.

Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures

Regulation updated to reflect NEW STATE REGULATIONS (Register 2020, No. 21) which amends the definition of "beginning of the year or semester" and NEW LAW (AB 367, 2021) which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year. Regulation also updated to clarify that the principal or Superintendent's designee is required to send a written resolution of the complaint to the mailing address of the complainant when the complainant has indicated on the complaint form a desire to receive a response to the complaint.

Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures

Exhibit updated to include that, for a school that serves any of grades 6-12, a complaint may be filed for failure to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms, as required by NEW LAW (AB 367, 2021).

Board Policy 3110 - Transfer of Funds

Policy updated to delete an authorization for the temporary transfer of funds which only pertained to the 2020-21 and 2021-22 fiscal years.

Administrative Regulation 3517 - Facilities Inspection

Regulation updated to reflect NEW LAW (AB 367, 2021) which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year, and to post a notice, as specified, regarding this requirement in a prominent and conspicuous location.

Exhibit(1) 3517 - Facilities Inspection

New exhibit presents a sample of the required notification to be posted in a prominent and conspicuous location in each restroom where free menstrual products are required to be stocked, pursuant to NEW LAW (AB 367, 2021).

Board Policy 3523 - Electronic Signatures

New policy reflects the authorization for districts to use electronic signatures in their communications and operations, including the benefits of electronic records and signatures, the requirement that electronic signatures conform with criteria described in law and that the level of security is sufficient for the transaction being conducted, and that electronic records are retained in accordance with law and regulations and as specified in board policy and administrative regulation.

Administrative Regulation 3523 - Electronic Signatures

New regulation establishes procedures for district use of electronic signatures, including that in any business transaction electronic signatures may be used only when each party has agreed to conduct the transaction in such a manner and that in other district operations electronic signatures may be required, criteria that must be met in order for an electronic signature to be used, and specific requirements for notarized signatures and statements that are required to be signed under penalty of perjury.

Board Policy 3550 - Food Service/Child Nutrition Program

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and NEW LAW (AB 486, 2021) which authorizes the coordination of food service programs with classroom instruction and other related district programs.

Administrative Regulation 3550 - Food Service/Child Nutrition Program

Regulation updated to reflect changes necessary to implement NEW LAW (AB 130, 2021) which requires the provision of a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and make other clarifying changes in the "Food Safety" section.

Board Policy 3551 - Food Service Operations/Cafeteria Fund

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, including revisions to the "Meal Sales" and "Program Monitoring and Evaluation" sections.

Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund

Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated Regulation includes revision to "Payment for Meals," "Cafeteria Funds," and "Contracts with Outside Services" sections to make them generally applicable to all food service programs and the deletion of the "Unpaid and Delinquent Meal Charges" section which is no longer applicable.

Board Policy 3553 - Free and Reduced Price Meals

Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated policy includes general requirements applicable to federal National School Lunch and Breakfast Programs as well as the state Universal Meal Program. Updated Policy also includes revision to the "Confidentiality/Release of Records" section to permit the use of student information to facilitate the provision of targeted educational services to a student based on the local control and accountability plan, as clarified in the California Department of Education's Management Bulletin SNP-02- 2018.

Administrative Regulation 3553 - Free and Reduced Price Meals

Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and includes program implementation changes to "Verification of Eligibility" and "Nondiscrimination Plan" sections and the deletion of the "Prices" section which is no longer necessary.

Administrative Regulation 4112.2 - Certification

Regulation updated to expand the section on "Basic Skills Proficiency" to include a list of the ways a person may demonstrate basic skills proficiency, and reflect NEW LAW (AB 130, 2021) which exempts a person from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework and, in conjunction with NEW LAW (AB 167, 2021), exempts a person from the basic skills proficiency test requirement if it is determined that a person has demonstrated proficiency through a combination of coursework, passage of a component(s) of the basic skills proficiency test, and

other specified exams. Section also updated to reflect NEW LAW (AB 320, 2021) which impacts what is "qualifying coursework" by defining a "regionally accredited institution" to include an institution of higher education that held preaccreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning preaccreditation status, in addition to an institution of higher education that has already been designated as regionally accredited at the time the degree of an applicant for a credential was conferred. Additionally, regulation updated to provide more detail for when an out-of-state prepared teacher is not required to meet the basic skills requirement within one year of being issued a California preliminary credential by the California Commission on Teacher Credentialing.

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect NEW LAW (AB 1033, 2021) which changed the definition of "parent" to include a parent-in-law for the purposes of the California Family Rights Act (CFRA), by adding "parent-inlaw" to the definitions of "eligible family member" and "parent" within the "Definitions" section. Regulation also updated to delete the last sentence in the first body paragraph in the "Terms of Leave" section, as it is no longer legally accurate.

Administrative Regulation 6173.1 - Education for Foster Youth

Regulation updated to reflect NEW LAW (AB 1055, 2021) which modified the definition of "foster youth" to include a dependent child of a court of an Indian tribe, consortium of tribes, or tribal organization, and includes the definition of "foster youth" as specified in law. Regulation also updated to make clarifying changes to the responsibilities of the district liaison for foster youth.

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 08/05/2021 | Last Revised Date: 08/01/2022

Last Reviewed Date: 08/05/2021+2022

Short Term Independent Study

The Board of Trustees authorizes short term independent study as an optional alternative instructional strategy for eligible students. Short term independent study is for the student enrolled in a comprehensive elementary school program and is for the purpose of accommodating emergencies or required travel.

Independent study is available to students in grades K-6, except that no pupil with exceptional needs may participate unless the Individualized Educational Program (IEP) specifically provides for participation.

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee at least five days prior to the start of the contract. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study.

The Superintendent's designee or site principal shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747) The written agreement shall specify the length of time in which each independent study assignment must be completed. The duration of the contract is to be no less than three (3) and no more than twenty (20) school days.

Each student's short term independent study option is limited to no more than twenty (20) school days per school year.

Policy Reference UPDATE Service

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Exhibit 1113-E(1): District And School Websites

Status: ADOPTED

Original Adopted Date: 10/01/2020 | Last Revised Date: 06/01/2022 |

Last Reviewed Date: 06/01/2020 2022

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEBSITE

Materials to Prominently Display

The following must be posted in a prominent location on the district's web site, such as on the home page when required by law:

1. The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview (Education Code 52064.1, 52065). See AR 0460 - Local Control and Accountability Plan.
2. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
3. The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
4. The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
5. The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.
6. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
7. Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the responsibilities of the district under Title IX, web links to information about those rights and responsibilities on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) web site (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.
8. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
- 8-9. Posters published by the California Department of Fair Employment and Housing (DFEH) including, "California Law Prohibits Workplace Discrimination and Harassment," and for

districts with five or more employees, "Transgender Rights in the Workplace," "Your Rights and Obligations as a Pregnant Employee," and "Family Care and Medical Leave and Pregnancy Disability Leave" (Government Code 12950). See AR 4030 - Nondiscrimination in Employment and AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

- 9.10. If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 - Mello-Roos Districts.

Other Postings

The following materials are also required to be posted on the district web site. However, there are no specific requirements related to where they are posted on the web site.

1. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.
2. The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.
3. Training materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
- 3.4. Contact information for the district's liaison(s) for homeless students and other persons as required by Education Code 48852.6, and information regarding the educational rights and resources available to persons experiencing homelessness. (Education Code 48852.6). See AR 6173 - Education for Homeless Children.
- 4.5. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's web site or, if the school does not have a web site, on the district's web site. See AR 6145.2 - Athletic Competition.
- 5.6. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an ~~existing~~existing interdistrict transfer permit may be revoked or rescinded (Education Code 46600.2). See AR 5117 - Interdistrict Transfer.
- 6.7. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 - Interdistrict Transfer.

- ~~7.~~8. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement in Mathematics Courses.
- ~~8.~~9. The section(s) of the district's employee code of conduct addressing interactions with students (Education Code 44050). Post these section(s) or a link to them on each school's web site or, if a school does not have its own web site, on the district's web site in a manner that is accessible to the public without a password. See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.
- ~~9.~~10. The district's meal payment collection policy and procedures (~~CDE Nutrition Services Division Management Bulletin SNP-03-2017~~). U.S. Department of Agriculture (USDA) Memorandum SP 46-2016). See BP/AR 3551 - Food Services Operations/Cafeteria Fund.
- ~~10.~~11. If the district includes information about the free and reduced-priced meal program on its web site, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (~~U.S. Department of Agriculture's~~ USDA FNS Instruction 113-1). For the required wording of the statement, see E 3555 - Nutrition Program Compliance.
- ~~11.~~12. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (Education Code 17611.5). Post on the school's web site or, if the school does not have a web site, then on the district's web site. See AR 3514.2 Integrated Pest Management.
13. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed (Public Resources Code 21082.1, 21092, 21092.2).
- ~~12.~~14. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.
- ~~13.~~15. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.
- ~~14.~~16. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's web site.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

Regulation 1312.4: Williams Uniform Complaint Procedures **Status: ADOPTED**

Original Adopted Date: 11/01/2010 | Last Revised Date: 05/06/01/2020 2022

Last Reviewed Date: 05/06/01/2020 2022

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the ~~first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after~~ time period from the first day students attend classes for that semester. (5 CCR 4600) a year-long course or semester long course though not later than 20 business days afterwards.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

- ~~1.~~ 3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

- a. A condition poses an emergency or urgent threat to the health or safety of students or

staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any ~~district~~ school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half stock and make available and accessible free of cost, an adequate supply of the restrooms in the school with feminine hygiene ~~menstrual~~ products and to not charge students for the use of such products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall ~~report the~~ send written resolution of the complaint to the mailing

address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in ~~item~~ Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled ~~public~~ Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Exhibit 1312.4-E(2): Williams Uniform Complaint Procedures Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** ~~03/06/01/2019~~ **2022**

Last Reviewed Date: ~~03/06/01/2019~~ **2022**

K-12 COMPLAINT FORM:

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ___ Yes ___ -No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
 - o A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - o A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - o Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - o A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)
 - o A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning

of a semester for an entire semester.

- o A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - o A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- 3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)
 - o A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
 - o A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.
 - o For a school ~~that serves students in~~ serving any of grades 6-12 ~~with 40 percent or more of its students from low-income families, as defined,~~ the school has not stocked at least half of its restrooms with feminine products, at all times, stocked and made those products available to students at no ~~and~~ accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.
 - o The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Please file this complaint at the following location:

Ada Harris School Principal
(Principal or Designee)
1508 Windsor Rd, Cardiff, CA 92007
(Address)

Cardiff School Principal
(Principal or Designee)
1888 Montgomery Ave, Cardiff CA 92007
(Address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

Policy 3110: Transfer Of Funds

Status: ADOPTED

Original Adopted Date: 07/01/2009 | Last Revised Date: ~~03/06/01/2021~~ **2022**

Last Reviewed Date: ~~03/06/01/2021~~ **2022**

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

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

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

- ~~1-~~ 1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
- ~~2-~~ 2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)
- ~~3.~~ For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)
- ~~4-~~ 3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
- ~~5-~~ 4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841- 42843)
- ~~6-~~ 5. Transfer monies between other funds or accounts when authorized by law.

Policy Reference UPDATE Service

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Regulation 3517: Facilities Inspection

Status: ADOPTED

Original Adopted Date: 11/01/2006 | Last Revised Date: ~~12/06/01/2017~~ **2022**

Last Reviewed Date: ~~12/06/01/2017~~ **2022**

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, ~~he/she~~ the Superintendent or designee shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.
12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all

times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

- ~~14.~~ In addition, in any school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families shall, at least 50 percent all times, stock and make available and accessible free of cost, an adequate supply of the school's restrooms are stocked with feminine hygiene menstrual products; in every women's and all-gender restroom, and in at least one men's restroom. The district shall post in a prominent and conspicuous location a notice regarding this requirement that includes an email address and telephone number for which students are not charged. a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6; ~~20 USC 6314~~)
- ~~15.~~ 14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
- ~~16.~~ 15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building
- ~~17.~~ 16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
- ~~18.~~ 17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
- ~~19.~~ 18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, stocked, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Governing Board with regular reports regarding the district's facility ~~inspection program~~ inspections and updates of any visits to district schools by the County Superintendent of Schools to review school facilities.

Exhibit 3517-E(1): Facilities Inspection

Status: ADOPTED

Original Adopted Date: 06/01/2022 | Last Reviewed Date: 06/01/2022

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

- a. On or before the start of the 2022–23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school’s restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women’s restrooms and all-gender restrooms, and in at least one men’s restroom.
- b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.
- c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.
- d. For purposes of this section, “menstrual products” means menstrual pads and tampons for use in connection with the menstrual cycle.
- e. This section shall become operative on July 1, 2022.

The name and contact information for the individual responsible for maintaining the requisite supply of menstrual products is:

(name and/or title/position)

(telephone number)

(email address)

Policy 3523: Electronic Signatures

Status: ADOPTED

Original Adopted Date: 06/01/2022 |

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

Regulation 3523: Electronic Signatures

Status: ADOPTED

Original Adopted Date: 06/01/2022 |

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

A digital signature is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An electronic signature consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

1. Unique to the person using it
2. Capable of verification
3. Under the sole control of the person using it
4. Linked to data in such a manner that if the data are changed the electronic signature is invalidated
5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

Policy 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 11/01/2007 | Last Revised Date: ~~12/06/2014~~ **2022**

Last Reviewed Date: ~~12/01/2014~~ **06/1/2022**

The Governing Board recognizes that adequate, nourishing food is essential to student health and well being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and ~~to maximize their participation in available~~ maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
2. Meet or exceed nutrition standards specified in law ~~and administrative regulation~~
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions
5. ~~Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices~~
5. Be provided at no cost to students who request a meal

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

~~The Board desires to provide students with~~ Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to ~~encourage~~ promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for ~~cafeteria eating and food preparation~~ and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order

to reduce the risk of foodborne hazards at each step of the food preparation ~~process, from receiving to~~ and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food ~~services~~ service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

Regulation 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 03/01/2011 | Last Revised Date: ~~03/06/2016~~ 2022

Last Reviewed Date: ~~03/06/2016~~ 2022

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code ~~49531~~ 49501.5, 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable
2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.~~+~~ 7)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall ~~provide ongoing staff development on food safety to~~ ensure that food service directors, managers, and employees staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. ~~The~~ For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year,

obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 07/01/2019 | Last Revised Date: ~~03/06/2020~~ **2022**

Last Reviewed Date: ~~07/06/2019~~ **2022**

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and ~~increase~~ cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal

~~Meals may be sold to students,~~ Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus ~~for a legitimate purpose~~. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. ~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.~~

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, ~~including delinquent meal payments.~~ Such procedures shall conform with ~~BP/AR 3553 – Free and Reduced Price Meals~~, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

~~The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or denied a meal of the student's choice. (Education Code 49557, 49557.5)~~

Cafeteria Fund

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services

~~The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and~~ With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California- grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Policy Reference UPDATE Service

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Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 07/01/2019 | Last Revised Date: ~~03/06/01/2020~~ **2022**

Last Reviewed Date: ~~07/06/01/2019~~ **2022**

Payments for Meals

~~With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.~~

~~At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The~~ the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parent/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of ~~applications~~ eligibility forms at the start of the school year.
4. Posting the policy on the district's website

Reimbursement Claims

5. ~~Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance~~

~~In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen.~~

~~However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.~~

~~In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, and shall open a new account as appropriate for a student whose account appears to have been misused.~~

~~Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or refunded to the student's parents/guardians.~~

Unpaid and Delinquent Meal Charges

~~The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)~~

~~Students who have unpaid meal charges shall be served a meal of their choice throughout the school year~~

~~regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)~~

~~No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)~~

~~The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)~~

~~The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.~~

~~The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.~~

~~The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.~~

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, and reduced-price, ~~and full-price~~ meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

~~With CDE approval, the~~The district may use cafeteria funds to supplement the provision of ~~universal~~a nutritionally adequate breakfast. ~~On and/or before July 1 of each year, the~~lunch to district shall submit to CDE a

~~Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered~~when permitted by the district with nonfederal funds. (Education Code 49550.5)law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, ~~including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students.~~ (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

Policy Reference UPDATE Service

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Policy 3553: Free and Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 03/01/2016 | Last Revised Date: ~~03/06/01/2018~~ **2022**

Last Reviewed Date: ~~03/06/01/2018~~ **2022**

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students ~~from low-income families~~ in the district's food service program.

~~The~~ Each school day, the district shall provide ~~at least one~~, free of charge, a nutritionally adequate meal each school day, ~~free of charge or at a reduced price,~~ breakfast and lunch for students whose families meet federal eligibility criteria: any student who requests a meal. (Education Code 49550, ~~49552~~ **49501.5**)

To provide optimal nutrition and ~~reduce the administrative burden of food service operations~~ ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to ~~provide breakfast and/or lunch free of charge to all students at the school under a federally funded~~ operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

~~If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district~~ The Superintendent or designee shall ~~apply~~ submit an application to operate a federal universal meal provision to the California Department of Education (CDE) ~~to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years.~~ on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564; ~~42 USC 1759a~~ **.3**)

The Superintendent or designee shall ensure that meals ~~provided through the free and reduced-price meals~~ served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

~~Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.~~

The Board shall approve, and shall submit to ~~the~~ CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals ~~and milk~~ are not treated differently from other students ~~(~~ and that meets other requirements specified in Education Code 49557).

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be ~~released~~ disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use ~~individual~~ records pertaining to ~~student~~ an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist ~~in the continuation of the student's meal benefits.~~ that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the ~~local control funding formula~~ LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. ~~He/she~~ The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals.

Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Regulation 3553: Free and Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 03/01/2016 | Last Revised Date: ~~03/06/01/2018~~ **2022**

Last Reviewed Date: ~~03/06/01/2018~~ **2022**

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application for and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse

action as described below

3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

~~If any household is to receive a reduction or termination of benefits. If~~ as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. ~~He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided~~ At least 10 days prior to the actual reduction or termination of benefits, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to ~~use~~ disclose a student's name and eligibility status from individual meal records ~~pertaining to student participation in the free and reduced-price meal program~~ only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Chief Business Officer
(Title or Position)

In ~~using the~~ permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
3. All other confidentiality provisions required by law are met
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.

2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals ~~or for milk~~.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals ~~or milk~~ at a different time.

~~When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)~~

Prices

~~The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)~~

Regulation 4112.2: Certification

Status: ADOPTED

Original Adopted Date: 01/01/2011 | Last Revised Date: 07/06/01/2017 ~~2022~~

Last Reviewed Date: 07/06/01/2017 ~~2022~~

Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

The Superintendent or designee shall verify that any person who is employed by the district while ~~his/her~~ CTC is processing the application for certification ~~is being processed by the CTC~~ possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

Basic Skills Proficiency

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

1. Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)
2. Passage of the California Subject Examinations for Teachers plus Writing Skills Examination
3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)
4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)
5. Achieving a qualifying score on College Board Advanced Placement Examinations
6. Passage of a basic skills examination from another state
7. Qualifying coursework (Education Code 44252)
8. Qualifying coursework and exams (Education Code 44252)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if ~~he/she~~ the employee has not yet been afforded the opportunity to take the test, provided that ~~he/she~~ the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of ~~his/her~~ the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a

California preliminary credential by ~~the~~ CTC unless ~~he/she~~the teacher has completed a basic skills proficiency test in another state, passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

The district may request that ~~the~~ CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher
2. Inability of the teacher of record to finish the school year due to approved leave or illness
3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved ~~intern~~internship program
4. Inability of the applicant to enroll in an approved ~~intern~~internship program due to timelines or lack of space in the program
5. Unavailability of a third-year extension of an ~~intern~~internship program or the applicant's withdrawal from an ~~intern~~internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to ~~the~~ CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested
2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit
3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

Before requesting that ~~the~~ CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that ~~the~~ CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.
2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or ~~county office of education~~ COE and who has completed at least three years of full-time classroom teaching experience.

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a ~~public~~ an open Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that ~~he/she~~ the applicant will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that ~~the~~ CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to ~~the~~ CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to ~~the~~ CTC that it will provide the interim teacher: (5 CCR 80022)

1. An orientation to the assignment before or during the first month of service in the statutory leave assignment
2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment
3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022. ~~He/she shall~~ and annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

As necessary, the Superintendent or designee may request that ~~the~~ CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit, (CLAD), or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before ~~he/she begins~~ beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or ~~county office of education~~ COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the ~~California Basic Educational Skills Test~~ **CBEST**, shall not serve as a substitute for more than 30 days for any one teacher during the school year. ~~He/she shall not serve or~~ as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

District Policy Manual CSBA Policy Management Console

Regulation 4161.8/4261.8/4361.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 08/01/2013 | **Last Revised Date:** 03/06/01/2021+2022

Last Reviewed Date: 03/06/01/2018+2022

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or ~~leave for pregnancy disability pursuant to California~~ to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is:
(2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. ~~Parent~~ However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment,

or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows:

(Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons:

(Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. ~~To~~The care for the ~~employee's~~of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform ~~one or more essential~~the job functions of the position
4. ~~Any~~A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

5. ~~To~~The care for ~~of~~ a covered servicemember with a serious injury or illness ~~if~~when the ~~covered~~ ~~servicemember~~employee is ~~the employee's~~ a spouse, child, parent, or next of kin, ~~as defined~~ of the covered servicemember

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12- month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. ~~In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.~~ (Government Code 12945.2; 29 USC 2612)

~~This~~The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

In addition, any employee who is disabled by by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on a planned medical treatment for the employee or family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request For Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district- approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a

health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or ~~and~~, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with

a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12- month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is ~~not in addition to, but rather is~~ inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the Veteran
 - d. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the ~~FEHA~~ Fair Employment and Housing Act/PDL and FMLA/CFRA and ~~employee~~ employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)
2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is

reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)

3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, ~~he/she~~ the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of ~~family care and medical~~ FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

INJURY AND ILLNESS PREVENTION PROGRAM

Cardiff School District
1888 Montgomery Avenue
Cardiff, CA 92007

Jill Vinson, Superintendent

ASSIGNMENT OF RESPONSIBILITY (Title 8 California Code of Regulations §3203(a)(1))

Our school district's lead Injury and Illness Prevention Program (IIPP) administrator is:
Superintendent, 1888 Montgomery Ave Cardiff, CA 92007 (760) 632-5890

X This IIPP applies to all schools in our district.

X Each school in our district has been assigned a safety supervisor. School-site safety supervisors are responsible for implementing and maintaining this IIPP at their school sites and for answering employee questions about the district's IIPP. Each school-site safety supervisor has a copy of this IIPP. The district's school-site safety supervisors who will implement and maintain the IIPP at their school sites is as follows:

Principal, Cardiff School
Senior Custodian, Cardiff School
Principal, Ada Harris School
Senior Custodian, Ada Harris School

The master copy of this IIPP can be found at: Cardiff School District 1888 Montgomery Avenue Cardiff, CA 92007

Other copies of the IIPP can be found at the school sites and at: www.cardiffschools.com

HAZARD ASSESSMENT/INSPECTION (Title 8 CCR §3203(a)(4))

Periodic inspections to identify and evaluate hazards in our schools sites will be performed by one or more of the following checked individuals:

X Our District's IIPP Administrator(s)

Periodic inspections are always performed according to the following schedule:

- X When we initially established our IIPP.*¹
- X Whenever new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace.*
- X Whenever new, previously unidentified hazards are recognized.*
- X Whenever occupational injuries and illnesses occur.*
- X Whenever workplace conditions warrant an inspection.*

¹ Items with an asterisk (*) are activities that are required by Cal/OSHA for compliance with the IIPP standard.

- X When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.*

ACCIDENT/EXPOSURE INVESTIGATIONS (Title 8 CCR §3203(a)(5))

Investigations of workplace accidents, hazardous substance exposures and near accidents will be conducted by:

Site principal and senior custodian assigned to each school site

Our procedures for investigating workplace accidents and hazardous substance exposures include:

- X Visiting the scene as soon as possible.
- X Interviewing injured employees and witnesses.
- X Determining the cause of the accident/exposure.
- X Examining the workplace and the incident for underlying causes associated with the accident/exposure.
- X Taking corrective action to prevent the accident/exposure from reoccurring.
- X Recording the findings and actions taken.

HAZARD CORRECTION (Title 8 CCR §3203(a)(6))

Unsafe or unhealthy work conditions, practices or procedures will be corrected in a timely manner based on the severity of the hazards. Hazards will be corrected according to the following procedures:

- X When observed or discovered;* and
- X When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed employees from the area except those necessary to correct the existing condition. Employees who are required to correct the hazardous condition will be provided with the necessary protection and training.*

COMMUNICATION WITH EMPLOYEES ABOUT SAFETY (Title 8 CCR §3203(a)(3))

All supervisors are responsible for communicating with their employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform supervisors about workplace hazards without fear of reprisal.

Our communication system includes all of the following checked items:

- A. X New employee orientation including a discussion of safety and health policies and procedures.*
 - X Follow-through by supervisors to ensure effectiveness.*
 - X Worksite-specific health and safety training.*
 - X Regularly scheduled safety meetings. Our safety meetings are held on the following schedule: Monthly leadership meetings and regular site walkthroughs
 - X Effective communication of safety and health concerns between workers and supervisors, including language translation where appropriate.*

- X Posted or distributed safety information.*
- X Employees can anonymously leave written feedback to administration about workplace hazards.*

TRAINING AND INSTRUCTION (Title 8 CCR §3203(a)(7))

All employees, including supervisors, will have training and instruction on general and job-specific safety and health practices. Training and instruction is provided according the following schedule:

- X When our IIPP was first established.*
- X To all new employees.*
- X To all employees given new job assignments for which training has not previously provided.*
- X Whenever new substances, processes, procedures, or equipment are introduced to the school district and represent a new hazard.*
- X Whenever anyone is made aware of a new or previously unrecognized hazard.*
- X To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.*
- X To all employees about the hazards specific to each employee's job assignment.*

This training will include (but is not limited to):

- An explanation of our IIPP, emergency action plan, fire prevention plan, measures for reporting any unsafe conditions, work practices, injuries and any additional instructions that are needed.
- The availability of toilet, hand-washing, and drinking water facilities.
- Provisions for medical services and first aid, including emergency procedures.
- Proper housekeeping, such as keeping aisles clear, keeping work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that adversely influence safety.
- Proper storage to prevent:
 - stacking goods in an unstable manner
 - storing materials and goods against doors, exits, for extinguishing equipment and electrical panels.

Where applicable, our training may also include:

- The prevention of musculoskeletal disorders, including proper lifting techniques.
- The use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- Proper food and beverage storage to prevent them from becoming contaminated.

In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other trainings.

EMPLOYEE COMPLIANCE WITH SAFETY PROCEDURES (Title 8 CCR §3203(a)(2))

All district employees, including supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all employees comply with these practices includes all of the following checked practices:

- X Informing employees of the provisions of our IIPP.
- X Evaluating the safety performance of all employees.
- X Providing training to employees whose safety performance is deficient.

RECORDKEEPING AND DOCUMENTATION (Title 8 CCR 3203(b))

Although school districts are not required to keep records or documentation of the elements of an IIPP, except the written program itself, our school district maintains the following records to help us more efficiently and effectively implement our IIPP (optional):

- X Records of scheduled and periodic inspections (to identify unsafe conditions and work practices, including the names of the person(s) conducting the inspection, the unsafe conditions and the work practices that have been identified, as well as the action(s) taken to correct the identified unsafe conditions and work practices. These records are maintained for at least one (1) year.
- X Documentation of our safety and health training.

COVID-19 PROTOCOLS

The Cardiff School District COVID-19 Protocols can be found on the District website. In addition, we follow [Cal/OSHA requirements](#) in the event of an employee outbreak.

CARDIFF SCHOOL DISTRICT
AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
FOR BOND PROGRAM MANAGEMENT SERVICES FOR MEASURE GG

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 4th day of August, 2022 by and between CARDIFF SCHOOL DISTRICT ("District") and Peterson Consulting, Inc. Consultant ("Consultant"). District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. District is a California school district and is in need of professional services for program management for the District's Measure GG funded project(s) ("Project").

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such services.

C. The Parties originally entered into a professional services agreement for the Project on or about February 13, 2017, which was subject to additional amendments and extensions.

D. The Parties desire to enter into this new amended and restated Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to District necessary to ensure the final completion of the Project.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE 1

Scope of Services to be Performed

1.1 Scope of Services to be Performed. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Scope of Services"). Consultant warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Task Orders. District may, from time to time, make changes or authorize certain work set forth in the Scope of Services, including but not limited to, issuance of additional instructions, require additional work, or direct omissions of work previously ordered by issuing a Task Order to Consultant ("Task Order") and the provisions of this Agreement shall apply to all such Task Orders. The Task Order shall be in such form and content as set forth on Exhibit "B" attached hereto and by this reference incorporated herein. Consultant shall not perform and District shall not be liable for any services performed by Consultant unless written authorization from District is given to Consultant prior to the performance of such work. The cost of such Task Orders which may or may not add to or reduce the work called for hereunder and any extension of completion date that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before commencement of the work called for by such Task Order.

1.3 Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

1.4 Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to the District, whether or not such reports must be submitted to the District.

1.5 Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Scope of Services and shall give all notices necessary and obtain all required inspections. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

1.6 Time to Perform Services. Consultant shall perform the services in accordance with the schedule set forth on Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon approval of this Professional Services Agreement by the District. District will have no obligation to pay for any services rendered by Consultant in advance of approval of the agreement, and Consultant acknowledges that any such services are at Consultant's own risk. Consultant shall confer as requested with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

1.7 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Scope of Services in a competent and professional manner.

1.8 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District staff, consultants and other staff at all reasonable times.

1.9 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

ARTICLE 2

Payment for Services Rendered/Reimbursement

2.1 Payment for Services Rendered. District shall compensate Consultant for the services performed pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "D" and by this reference incorporated herein.

2.2 Billing Procedure.

(a) Consultant shall submit, on or before the twentieth (20th) day of each month, to District, accurate, detailed and complete statements for services ("Invoices") actually performed and reimbursable expenses incurred during the previous month. The Invoices shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due Consultant. The Invoices shall be supported by such data substantiating the Consultant's right to payment as District may require.

(b) Payment shall not constitute acceptance of any work completed by Consultant.

(c) The making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.3 Payment. District shall make payment to Consultant within thirty (30) days of receipt of an undisputed Invoice or the resolution of any billing dispute. District may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

ARTICLE 3

Accounting, Inspection and Audit

3.1 Records. Consultant shall keep and shall preserve for four (4) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to District under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give District and its agents, during normal business hours, access to such Books and Records. District and its agents shall have the right to make copies of any of the said Books and Records.

3.2 Custody. Where District has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to District and its Representatives.

ARTICLE 4

Termination

4.1 Termination by District. District may terminate the Agreement, in whole or in part, with or without cause, upon thirty (30) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event District renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's services. Consultant acknowledges District's right to terminate this Agreement as provided in this Section, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

4.2 Termination by Consultant. Consultant may terminate the Agreement, in whole or in part, with or without cause, upon thirty (30) days written notice to District. In the event Consultant renders such written notice to District, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services as requested by District and agreed to by Consultant. District shall be entitled to reimbursement for any compensation paid in excess of services rendered. District acknowledges Consultant's right to terminate this Agreement as provided in this Section. Consultant shall deliver to District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 5

California Labor Code Provisions

5.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

5.2 Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

5.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

ARTICLE 6

Project Manager

6.1 Representative of Consultant. Randal L. Peterson (“Consultant Representative”) is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Consultant shall not substitute any person as Consultant Representative without first notifying District in writing of Consultant’s intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant Representative is unacceptable, Consultant shall submit alternate candidates until District determines that substitute Consultant Representative is acceptable.

6.2 Representative of District. Jill Vinson is hereby designated as the representative of District and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 7

Work Product

7.1 Work Product. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively “Work Product”) of Consultant produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Work Product in Consultant’s possession or control.

ARTICLE 8

Insurance

8.1 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "E" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain pursuant to this Article, unless otherwise approved in writing by District, and shall furnish separate certificates and endorsements for each subcontractor.

8.2 Failure to Provide Insurance. If Consultant fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish District with required proof that the insurance has been procured and is in force and paid for, District shall have the right, at District's election and upon twenty (20) days' notice to Consultant to procure and maintain such insurance. The premiums paid by District shall be treated as an amount due from Consultant with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. District shall have the right to offset any amounts District pays hereunder with amounts due Consultant for services rendered pursuant to this Agreement. District shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 9

Indemnification

9.1 Consultant's Duty to Indemnify. To the fullest extent permitted by law, Consultant shall, defend, indemnify and hold District, its Board, members of the Board, and employees, harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, arising out of, pertaining to, or incident to any alleged negligent or reckless acts, errors or omissions, or willful misconduct of Consultant, its officers, employees, or consultants in connection with the performance of the Consultant's professional services under this agreement, including reasonable expert witness fees and attorneys' fees. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that allegedly arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation shall not extend to claims arising out of the District's sole negligence or willful misconduct.

ARTICLE 10

General Provisions

10.1 Notices. Any notice to be given by any Party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the Party giving such notice has been notified, in writing, of a change of address:

DISTRICT:

CONSULTANT:

Cardiff School District
1888 Montgomery Avenue
Cardiff by the Sea, CA 92007
Attention: Jill Vinson, Superintendent

Peterson Consulting, Inc.
1058 Hymettus Avenue
Encinitas, CA 92004
Attention: Randal L. Peterson

Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

10.2 Separate Contracts. Consultant understands that this is not an exclusive Agreement and that District shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Consultant as District desires.

10.3 Notification. In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Consultant shall, within one (1) business day of actual knowledge of the problem or potential problem, notify District in writing and by telephone.

10.4 Compliance. All work, labor and materials shall be done and provided in strict conformity with each of the following: (i) all laws, ordinances, codes, rules, regulations and standard specifications of governmental authorities having jurisdiction over Consultant's work; and (ii) this Agreement.

10.5 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

10.6 No Waiver. The fact that District has made payment under this Agreement shall not be interpreted so as to imply District has inspected, approved or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

10.7 Assignment and Subcontractors. Consultant shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of District and Consultant.

10.8 Independent Contractor. The Consultant shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in Consultant's own manner and method and in no respect shall Consultant be considered an agent

or employee of District, maintaining complete control over all men and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between Consultant and District and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

10.9 Non-Liability of District Officials and Employees. No official or employee of District shall be personally liable to the Consultant in the event of any default or breach by District or for any amount which may become due to the Consultant or for any breach of the terms of this Agreement.

10.10 Conflict of Interest. No director, officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.11 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

10.12 Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, as determined by the District in its sole discretion, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1 or the District, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

10.13 Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

10.14 Best Efforts. The Consultant recognizes the relations of trust and confidence that are established by this Agreement, and covenants with District to furnish his/her best skill and judgment, and to actively cooperate and assist in furthering the best interests of District in all matters pertaining to the work. The Consultant agrees to furnish efficient business administration and capable supervision, and to use every effort to keep upon the work an adequate supply of workmen and materials in order to secure its execution in the most expeditious and economical

manner consistent with District's best interests. The Consultant's employees assigned to the work shall at all times be reasonably satisfactory to District.

10.15 Confidential Information. All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than District or, with District consent, to District consultants or contractors under direct contract with District or otherwise engaged by the District on the project, without the prior written consent of the District, except as otherwise required by law. Consultant shall promptly notify District should Consultant, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

10.16 Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District's governing board. Any amendments to this Agreement shall require Board approval or ratification.

10.17 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

10.18 Cooperation. Consultant shall cooperate in the performance of work with District and all other agents.

10.19 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

10.20 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in San Diego County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

10.21 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

10.22 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

10.23 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

10.24 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

10.25 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

10.26 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

10.27 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

10.28 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

10.29 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and the Consultant.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

“CONSULTANT”

Peterson Consulting, Inc.

By: _____

Name: Randal L. Peterson

Its: President

“DISTRICT”

CARDIFF SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

EXHIBIT LIST

EXHIBIT "A" SCOPE OF SERVICES
EXHIBIT "B" PROFORMA TASK ORDER
EXHIBIT "C" PERFORMANCE SCHEDULE
EXHIBIT "D" COMPENSATION
EXHIBIT "E" INSURANCE REQUIREMENTS

EXHIBIT "A"
SCOPE OF SERVICES

1. Consultant shall provide the program management duties needed to fully complete all remaining elements of the Project, including but not limited to all services previously contemplated by the Parties February 2017 agreement and all amendments thereto, unless otherwise modified by Task Order.
2. Consultant's Scope of Services, shall include all of the following for the remaining work to be completed for the Project:
 - a. Consultant shall facilitate the District's procurement and selection of architects, contractors, and consultants for the project, as required, and any subsequent contract negotiations.
 - b. Consultant shall provide coordination of District consultants and facilitate the creation of information required for developing individual projects, information regarding project delivery methodology, and the project scopes, budgets and schedules.
 - c. Consultant shall maintain a master project budget identifying all costs associated with the project.
 - d. Consultant shall maintain a master project schedule identifying key activities and their dates.
 - e. Consultant shall provide coordination of District consultants, contractors and other agencies, as required, for the successful implementation of projects through all phases of work from planning through design, construction, and project closeout.
 - f. Consultant shall report directly to and coordinate activities with the Superintendent. Consultant shall conduct regularly scheduled update meetings at least once every other week.
 - g. Consultant shall provide information required to provide a monthly update to the District Board and shall assist in monthly presentations to the Board as requested by the Superintendent.

EXHIBIT “B”
PROFORMA TASK ORDER
CARDIFF SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER NO. ____

This Task Order No. ____ (“Task Order”) is entered into this ____ day of ____, 20__ by and between Cardiff School District (“District”) and ____ (“Consultant”).

RECITALS

A. On or about ____, 20__ District and Consultant executed that certain Professional Services Agreement (“Agreement”).

B. The Agreement provides that the parties would enter into a Task Order to make changes to or authorize certain work set forth in the Scope of Services (as defined in the Agreement). The purpose of this Task Order is to make changes to or authorize work on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree:

1. Section 1.1 of the Agreement is hereby amended to [INSERT include OR delete] those services listed on Exhibit “1” attached hereto and by this reference incorporated herein.

2. Section 2.1 of the Agreement is hereby amended to [INSERT increase OR decrease OR confirm] the amount to be paid by District to Consultant as more particularly set forth on Exhibit “1.”

3. In the event this Task Order authorizes additional work or confirms work set forth in the Task Order but not authorized, Consultant shall perform the services listed in Paragraph 1 above pursuant to the schedule set forth on Exhibit “1.”

4. Except as amended or supplemented herein or in previous task orders, the terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Task Order.

IN WITNESS WHEREOF, District and Consultant have caused this Task Order No. ____ to be executed as of the day and year first above written.

“CONSULTANT”

By:

Name:

Its:

“DISTRICT”

CARDIFF SCHOOL DISTRICT

By:

Name:

Its:

EXHIBIT "1"
TO
TASK ORDER NO. ____

- A. Description of Services Included, Deleted or Authorized.
- B. Increase, Decrease, or Confirmation of Amount to be Paid to Consultant.
- C. Time to Perform Services Listed Herein.

EXHIBIT "C"
PERFORMANCE SCHEDULE

Contract term is for 12 months commencing upon the execution of the Agreement. Consultant shall create and maintain, and/or cause to be created and maintained by District's other consultants and/or contractors, timeline(s) identifying all project and their respective schedules including major phases and activities and their associated dates. This shall include information prepared by the District's architect, contractor and/or other consultants engaged in the project.

EXHIBIT "D"
COMPENSATION

1. Consultant's fee shall be the following: A \$10,343 remaining balance from the 1st amendment, approved by the Governing Board on April 16, 2020, and \$159,368 for the remaining services associated with Building L, approved by the Governing Board on July 2, 2022. Combined, these fees total \$169,711, which shall be paid in monthly installments from August 2022 through July 2023. The payments shall commence upon execution of this Agreement.
2. Expenses shall be reimbursed by the District and shall include but are not limited to any expenses associated with printing and reproduction, travel on District business exclusive of meetings at District facilities, and equipment and/or software required to perform the duties of Bond Program Manager, specific to the coordination with the District and its selected architect, contractor, and other entities.
3. Reimbursable expenses shall not exceed ten thousand dollars (\$10,000) in year one and five thousand dollars (\$5,000) in each subsequent year without prior District approval.
4. The hourly rate for additional services shall be one hundred fifty dollars (\$150).
5. The rate for miles driven on District business shall be fifty cents per mile.

EXHIBIT "E"

INSURANCE REQUIREMENTS

1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Cardiff School District ("District") that it has secured all insurance required under this Section. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein. Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to District that the subconsultant has secured all insurance required under this Section.
2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, or as otherwise provided herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); (3) *Workers' Compensation and Employer's Liability*: If applicable, Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability/Errors and Omissions Liability Insurance* appropriate to their profession. The policies shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26); or (2) cross liability for claims or suits by one insured against another.
 - (B) Minimum Limits of Insurance. Consultant and all subconsultants shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; General Liability shall not be required if Professional Liability/Errors and Omissions is provided as stated in (4); (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation in not less than statutory limits, Employer's Liability limits of \$1 million per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: an amount not less than \$1 million per occurrence or claim and \$2 million in the aggregate. If this contract is for services that do not involve geotechnical engineering, surveying or the preparation of design or construction documents, the limit may be reduced to \$2 million per occurrence or claim and in the aggregate with written approval from District. All subconsultants shall have professional liability insurance with the same limits (Additional requirements for Professional Liability/Errors and Omissions Insurance written on a "claims made" basis are set forth below.) District reserves the right to require a project-specific endorsement. Notwithstanding the minimum limits set forth above, any available

insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage or its equivalent, District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage or its equivalent, the insurance coverage shall be primary insurance as respects District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of District, before District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

(i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by mail has been given to District.

(ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District and any other additional insureds.

(iii) standard separation of insureds provisions.

(iv) no special limitations on the scope of protection afforded to District, its directors, officials, officers, employees, agents, and volunteers.

(v) waive any right of subrogation of the insurer against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Consultant hereby waives its own right of recovery against District and any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. Consultant shall guarantee that, at the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officials, officers, employees, agents, and volunteers.

5. Claims Made Policies. Claims made policies are not acceptable for any insurance other than Professional Liability insurance. In addition to the requirements above, for any claims made policy:

(A) The Retroactive Date must be shown and must be before the date of the contract or beginning of contract work.

(B) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract or work.

(C) If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

6. Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to District that the subconsultants have secured all insurance required under this Section. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and District shall be named as additional insureds on all subconsultants' policies of Commercial General Liability Insurance.
7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to District.
8. Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. Reservation of Rights. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

END OF EXHIBIT E - INSURANCE REQUIREMENTS