

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

REGULAR MEETING OF THE GOVERNING BOARD
AGENDA

THURSDAY, MAY 12, 2022

5:00 PM 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, 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 is about to expire, you will be prompted with a 15-second warning, after which you will be notified that the time limit has been reached.

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 May 12, 2022 *(All items are action unless labeled information.)*
- E. Approve [Minutes](#) from the Regular Meeting of April 14, 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. ELAC/DELAC
- D. School Site Council
- E. Cardiff SEA
- F. School Reports
- G. Reports on Workshops/Conferences
- H. 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; [April 2022](#)
 - 2. Commercial Warrants #14-880694 to #14-888447; \$348,990.18
 - 3. Payroll Warrants April 2022; \$665,002.35
- B. Approve [Enrollment Report as of May 6, 2022](#)
- C. Approve [Resolution Numbers 21-22-06, 21-22-07, 21-22-08, 21-22-09](#), for Routine Payroll, Accounting and Financial Report Signature Authorizations to the San Diego County Office of Education
- D. Approve Cardiff School District's [Uniform Complaint Quarterly Report for January 1, 2022 – March 31, 2022](#)
- E. Approve Agreement for Participation and Services with San Diego County Office of Education [Science Outreach Program Contract](#), for the 2022-23 School Year
- F. Removal of Items from Consent Calendar
- G. Approve Consent Calendar

IV. GENERAL FUNCTIONS

- A. Approve [CSBA Board Policy Updates](#)

- B. Approve Interdistrict Attendance Agreements for the 2022-23 School Year with the Following School Districts:

Carlsbad Unified	Del Mar Union	Vista Unified
Encinitas Union	Solana Beach	Poway Unified
San Marcos Unified	San Diego Unified	

- C. Approve [2022-2023 Declaration of Need for Fully Qualified Educators](#)
- D. Approve the Revised [Bilingual Assistant](#) and [Health Office Assistant](#) Job Descriptions
- E. Consider [Ratification of Collective Bargaining Agreement](#) with the Cardiff Elementary Teachers Association
- F. Consider Approval of the [AB 1200, Disclosure of Collective Bargaining Agreement](#), to Include a 4.0% Increase in 2021-2022 School Year for all Classified, Confidential, and Classified Management Employees, as well as the School Psychologist, Principal, and Director of Special Education Positions

V. PERSONNEL

- A. Accept the Retirement from Classified Employee #364777, effective June 7, 2022
- B. Accept the Retirement from Certificated Employee #379004, effective June 8, 2022

VI. FUTURE AGENDA ITEMS

VII. 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)

VIII. RECONVENE TO OPEN SESSION

IX. REPORT FROM CLOSED SESSION

X. ADJOURNMENT OF MEETING

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

MINUTES
REGULAR BOARD MEETING, APRIL 14, 2022

The Regular Board Meeting of the Governing Board of the Cardiff School District was held on Thursday, April 14, 2022, at Ada Harris Elementary School, located at 1508 Windsor Road, Cardiff-by-the-Sea, California. President Stewart called the meeting to order at 5:04 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, Giroux, Scheftner

The agenda for the April 14, 2022, Regular Board meeting, was approved as presented.

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

The minutes from the Regular Board Meeting of March 10, 2022, were approved as presented.

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

The minutes from the Special Board Meeting of March 31, 2022, were approved as presented.

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

Hearing Session:

- Trish d'Entremont expressed support for a hybrid model for Board meetings.
- Principal Janelle Scheftner informed the Board that the next ELAC/DELAC meeting will be held on May 12, 2022.
- Principal Michelle Giroux stated the next School Site Council meeting will be on May 16, 2022.
- The Cardiff SEA is currently planning a reimagined Ice Cream Social event for the afternoon of Friday, May 6, 2022. The SEA has raised \$129,000 to date this school year.
- Cardiff School students are excited for the upcoming jog-a-thon, which will take place during P.E. classes the week of April 25-29. Flyers were sent to the local preschools for the "Pop Into Kinder" event on April 27th. Second-grade students took a field trip to the Flower Fields. First-graders had creative lessons about the solar system, and Kindergarten students were able to watch caterpillars change into chrysalis.
- Ada Harris teachers and students are busy preparing for CAASPP testing. The official tests will begin May 2nd. ELPAC testing for EL students will also be administered. Numerous English learner students have been reclassified this year. The jog-a-thon, tie-dye spirit day and awards assemblies will take place at the end of the month.
- Trustee Clark attended the NCCSE Trustee Review Committee meeting.
- Superintendent Vinson reported that the Writing Committee planned and facilitated a professional development activity for teachers which focused on the spring writing prompt. Ms. Vinson thanked Principal Scheftner and the Ada Harris teachers for their preparation with CAASPP. She also thanked Principal Giroux for all of her effort with the LCAP. The planning for Staff Appreciation Day is underway. Mission Federal Credit Union and several local restaurants will be supporting our efforts to recognize the staff for their hard work and dedication.

The Consent Calendar was approved as presented.

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

The CSBA policy updates were approved as presented.

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

The following personnel matters were deferred to closed session for discussion:

- A. Accept the Retirement from Classified Employee #273276, effective June 7, 2022

- B. Accept the Retirement from Classified Employee #173919, effective June 7, 2022
- C. Approve a .40 FTE Unpaid Leave of Absence Request from Certificated Employee #411290, Effective April 18, 2022 Through June 8, 2022
- D. Approve the Request from Certificated Employee #411290 for a Five-Year Term, .50 FTE Reduced Workload Assignment, Effective Beginning the 2022-23 School Year
- E. Approve the Request from Certificated Employee #413336 for a Three-Year Term, .60 FTE Reduced Workload Assignment, Effective Beginning the 2022-23 School Year

The release of retention to McCarthy Building Companies, Inc. and delegation of authority to the Superintendent to take all additional actions needed to issue payment of the same, were approved.

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

There being no other regular business to come before the Board, the meeting was adjourned to closed session at 5:22 p.m. The meeting reconvened to open session at 8:40 p.m. President Stewart reported that the following action was taken during closed session.

The retirement from classified employee #273276, effective June 7, 2022, was approved.

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

The retirement from classified employee #173919, effective June 7, 2022, was approved.

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

A .40 FTE unpaid leave of absence request from certificated employee #411290, effective April 18, 2022 Through June 8, 2022, was approved.

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

The request from certificated employee #411290 for a five-year term, .50 FTE reduced workload assignment, effective beginning the 2022-23 school year, was approved.

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

The request from certificated employee #413336 for a three-year term, .60 FTE reduced workload assignment, effective beginning the 2022-23 school year, was approved.

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

There being no other business to come before the Board, the meeting was adjourned at 8:45 p.m.

Respectfully submitted,

Nancy Orr, Clerk

Jill Vinson, Superintendent

APRIL 2022 PO LISTING

PO	Date	Supplier	Fund	Resource	Goal	Function	Object	Site	Description	Inv Amount
INSTRUCTIONAL SUPPLIES										
4141	4/14/22	BLICK ART MATERIALS	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 78.29
4143	4/14/22	DEMCO, INC.	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 181.04
4140	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 228.49
4139	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 286.03
4138	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 408.41
4131	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 198.70
4130	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 161.60
4127	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 30.16
4123	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 76.78
4118	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 105.58
4114	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 59.20
4111	4/18/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 18.30
4019	4/18/22	SYNCB/AMAZON	0100	0000000	0000	2420	4300008	222	Library Supplies	\$ 14.00
	4/21/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	2420	4300111	222	Technology Supplies	\$ 4.99
4150	4/21/22	INSECT LORE	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 218.99
4145	4/25/22	SOUTHWEST SCHOOL &	0100	7422000	0000	2700	4300000	111	Instructional Supplies	\$ 854.67
	4/28/22	PATRICIA WILSON	0100	6500000	5760	1120	4300000	222	SPED Instructional Supplies	\$ 56.82
										\$ 2,982.05

NON-INSTRUCTIONAL SUPPLIES

	4/4/22	AUDIOMETRICS	0100	0000000	0000	3140	4300000	111	Health Supplies	\$ 205.00
3765	4/7/22	HOME DEPOT CREDIT SERVICES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 741.27
	4/14/22	DOCUMENT TRACKING SERVICES	0100	0000000	0000	7200	4300000	000	Office Supplies	\$ 395.00
4120	4/14/22	HALE MEDICAL SUPPLY, LLC	0100	3212000	0000	3140	4300000	000	Health & Safety Supplies	\$ 3,658.37
	4/14/22	PACIFIC PLUMBING SPECIALTIES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 341.63
	4/14/22	RCP BLOCK & BRICK INC.	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 52.43
3782	4/14/22	READY REFRESH BY NESTLE	0100	0000000	0000	2700	4300000	111	Services for March	\$ 40.93
3782	4/14/22	READY REFRESH BY NESTLE	0100	0000000	0000	7200	4300000	000	Services for March	\$ 40.93
3782	4/14/22	READY REFRESH BY NESTLE	0100	0000000	0000	2700	4300000	222	Services for March	\$ 101.28
4142	4/14/22	SOUTHWEST SCHOOL &	0100	0000000	0000	7200	4300000	000	Office Supplies	\$ 85.47
4121	4/18/22	SYNCB/AMAZON	0100	7422000	0000	2700	4300000	111	Office Supplies	\$ 538.90
4148	4/21/22	MAINTEX, INC.	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 531.80
	4/21/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7100	4300000	000	Office Supplies	\$ 98.16
	4/21/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7200	4300000	000	Office Supplies	\$ 173.52
3768	4/21/22	SITEONE LANDSCAPE SUPPLY LLC	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 21.47
3768	4/25/22	SITEONE LANDSCAPE SUPPLY LLC	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 14.37
3779	4/28/22	WEX BANK	0100	0000000	0000	8110	4300000	000	Automotive Supplies	\$ 397.79
										\$ 7,438.32

4000 (SUPPLIES) TOTALS: BALANCE: 332,468 ACCUMULATED BALANCE: 305,221 REMAINING BALANCE: 27,247

UTILITIES

3764	4/4/22	EDCO WASTE & RECYCLING SERVICE	0100	0000000	0000	8200	5500002	222	Services for March	\$ 637.14
3764	4/4/22	EDCO WASTE & RECYCLING SERVICE	0100	0000000	0000	8200	5500002	111	Services for March	\$ 637.14
	4/4/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for February	\$ 143.09
	4/4/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for February	\$ 143.09
	4/4/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for February	\$ 285.55
3775	4/7/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	222	Services for February	\$ 768.81
3775	4/7/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	222	Services for February	\$ 55.23
3775	4/7/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	222	Services for February	\$ 530.07
3775	4/7/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	222	Services for February	\$ 3,291.95
3775	4/14/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for February	\$ 1,588.79
3775	4/14/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for February	\$ 769.43
3775	4/14/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for February	\$ 874.66
	4/14/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for March	\$ 47.00
	4/14/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for March	\$ 759.61
	4/14/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for March	\$ 223.25
3776	4/18/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for March	\$ 382.73
3775	4/18/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for February	\$ 1,588.79
3776	4/21/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	111	Services for March	\$ 6,003.11
3776	4/21/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for March	\$ 13.01
3776	4/25/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for March	\$ 4,178.38
										\$ 22,920.83

SERVICES

	4/4/22	JANIE HEYER	0100	0000000	1110	1000	5800000	000	Services for March	\$ 2,056.38
3851	4/7/22	MISSION LINEN & UNIFORM	0100	0000000	0000	8110	5600000	000	Services for March	\$ 321.20
	4/7/22	COASTAL SPEECH THERAPY	0100	6500000	5760	3120	5800000	000	Services for February	\$ 3,874.56
	4/7/22	VIRGINIA LENAC	0100	7425000	1110	1000	5800000	000	Services for March	\$ 3,250.00
3755	4/11/22	ADT COMMERCIAL LLC	0100	0000000	0000	8200	5800000	000	Maintenance Services	\$ 2,409.51
3755	4/11/22	ADT COMMERCIAL LLC	0100	0000000	0000	8200	5800000	000	Maintenance Services	\$ 1,936.00
3753	4/14/22	ALC SCHOOLS	0100	0000000	0000	3600	5100000	000	Transportation	\$ 5,569.08
3971	4/14/22	DEPENDABLE NURSING, LLC	0100	6500000	5760	1190	5800000	000	Services for March	\$ 2,178.53
	4/14/22	HARRIS SCHOOL SOLUTIONS	0100	0000000	0000	2420	5800000	000	Merchant Fees for March	\$ 8.75
3827	4/14/22	INFINITY COMMUNICATIONS AND CONSULTING	0100	0000000	0000	7200	5800000	000	Professional Services	\$ 325.00
3863	4/14/22	K.I.D.S. THERAPY ASSOCIATES	0100	6500000	5760	1190	5800000	000	Services for March	\$ 9,525.00
3774	4/14/22	STERICYCLE	0100	0000000	0000	7200	5800000	000	Services for March	\$ 109.66

5000 (SERVICES) TOTALS: BALANCE: 1,130,125 ACCUMULATED BALANCE: 972,525 REMAINING BALANCE: 157,600

\$ 119,501.89

CARDIFF

K	Glass	<u>20</u>
K	McNamara	<u>20</u>
K	Sallans	<u>20</u>
K	Stone	<u>20</u>

TOT K 80

1	Doui/Stuart	<u>23</u>
1	Easson	<u>21</u>
1	Kavan	<u>22</u>
1	Miller	<u>21</u>
1	Rector	<u>23</u>

TOT 1 110

2	Boyesen	<u>21</u>
2	Payte	<u>21</u>
2	Redding	<u>21</u>
2	Pacetti/Paz	<u>19</u>

TOT 2 82Wilson 0**TOT** 0**Subtotal** 272**DISTRICT TOTAL** 649**ADA HARRIS**

3	Herrman	<u>18</u>
3	Milliken	<u>23</u>
3	Murray	<u>23</u>
3	Switzler	<u>24</u>

TOT 3 88

4	Brice	<u>19</u>
4	Green	<u>21</u>
4	Mihaly	<u>20</u>
4	Price	<u>22</u>
4	Trees	<u>20</u>

TOT 4 102

5	d'Entremont	<u>22</u>
5	Ensberg	<u>21</u>
5	Heyer	<u>22</u>
5	Yant	<u>19</u>

TOT 6 84

6	Jewell	<u>25</u>
6	Nguyen	<u>20</u>
6	Therriault	<u>23</u>
6	Tiersma	<u>22</u>

TOT 6 90Velit 13**TOT** 13**Subtotal** 377

Cardiff School District
Cardiff by the Sea, California 92007
May 12, 2022

ITEM: ADOPT RESOLUTION NUMBERS 21-22-06 THROUGH 21-22-09 FOR
ROUTINE PAYROLL, ACCOUNTING AND FINANCIAL REPORT
SIGNATURE AUTHORIZATION TO THE SAN DIEGO COUNTY OFFICE
OF EDUCATION

BACKGROUND:

Pursuant to various sections of the Education Code, it is necessary that the governing board adopt a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district.

CURRENT CONSIDERATIONS:

Attached are four resolutions:

- 21-22-06 authorizes Ruth Monahan-Smith and Courtney Jasper to receive district mail from SDCOE and Courtney Jasper or Ruth Monahan-Smith to pick up warrants from SDCOE; also allows San Dieguito Union High School District to pick up payroll warrants;
- 21-22-07 authorizes Ruth Monahan-Smith or Courtney Jasper to sign the Payroll Payment Order;
- 21-22-08 authorizes Courtney Jasper or Jill Vinson to sign Commercial Warrants;
- 21-22-09 authorizes Courtney Jasper or Jill Vinson to authorize reissue of new payroll and commercial warrants.

FINANCIAL IMPLICATIONS:

There are no financial implications.

RECOMMENDATION:

It is recommended that the Board adopt resolutions 21-22-06 through 21-22-09

RESOLUTION # 21-22-06
**RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION**

Cardiff School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Courtney Jasper.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:
Courtney Jasper, Ruth Monahan-Smith or designated employee from the San Dieguito Union
High School District, are authorized to pick up payroll for the Cardiff School District
3.

	mail	hold	consortium	
Check one	☐	☐	☐	Monthly payroll warrants each and every month.
Check one	☐	☐	☐	Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 12, 2022 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Jill Vinson, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

RESOLUTION # 21-22-07
PAYMENT ORDER RESOLUTION

Cardiff School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Ruth Monahan-Smith or Courtney Jasper.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

_____, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 12, 2022 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Jill Vinson, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501

RESOLUTION # 21-22-08
RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)

Cardiff School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code
Section 42632 or 85232, Courtney Jasper or Jill Vinson be and is hereby
authorized to sign any and all orders in the name of said District, drawn on the funds of said
District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall
be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 12, 2022 by the following
vote: (date)

AYES: _____ MEMBERS
NOES: _____ MEMBERS
ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Jill Vinson, Clerk of the Governing Board, do hereby certify that the foregoing is a
full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly
called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

Cardiff **SCHOOL DISTRICT**

RESOLUTION 21-22-09 **AUTHORIZING THE REPLACEMENT OF WARRANTS**

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and
WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the governing Board of the
Cardiff School District

School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

	Manual Signature	Facsimile Signature
Superintendent	_____	_____
Assistant Superintendent, Business Services	_____	_____
Assistant Superintendent, Employer/Employee Relations	_____	_____
Assistant Superintendent, Educational Services	_____	_____
Director of Accounting	_____	_____

PASSED AND ADOPTED by said Governing Board on May 12, 2022

AYES: _____

NOES: _____

ABSENT: _____

I, Jill Vinson Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

Cardiff School District
Cardiff by the Sea, California 92007
May 12, 2022

ITEM: APPROVE CARDIFF SCHOOL DISTRICT'S UNIFORM COMPLAINT
QUARTERLY REPORT FOR JANUARY 1, 2022 THROUGH
MARCH 31, 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 3rd Quarterly Report, prepared for the period of January 1, 2022 through March 31, 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 January 1, 2022 through March 31, 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: 4/1/2022
Quarter: 1/1/2022 - 3/31/2022

Number of Complaints for Quarter:	Received	Resolved	Unresolved
Instructional Material	0	0	0
Facilities	0	0	0
Misassignment	0	0	0

Print

Go Back



San Diego County Office of
Education

6401 Linda Vista Road
San Diego, CA 92111-7319
858-292-3500 | [Contact Us](#)

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[Uniform Complaint Procedure](#)

San Diego County Office of Education

SCIENCE OUTREACH PROGRAM FIELD TRIP AGREEMENT – 2022-2023

THIS AGREEMENT, made this July 1, 2022 and which will terminate on June 30, 2023, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and Cardiff School District hereinafter called the "District/School/Organization", mutually agree as follows:

1. Basis of Agreement

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization). The fees charged to third parties may be different than those stated below, based on the services requested by them.

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

2. Scope of Agreement

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2022-2023:

- 1) Green Machine Lab (virtual and onsite formats)
\$570.00 per program, serving up to four 1-hour classes of up to 30 students each.
The Green Machine Lab has a grade level target of K-3. This program delivers interactive lessons to help students understand why a healthy environment is important to sustainable food production. Students learn about the science of soil, alternative pest management practices, get a greater understanding of natural systems, and examine scientific concepts in real-world situations.
- 2) Splash Science Lab (virtual and onsite formats)
\$790.00 per program, serving up to four 1-hour classes of up to 30 students each.
The Splash Science Lab has a grade level target of 4-8. It is an inquiry-based program that provides students with the opportunity to learn about watershed issues. Students participate in three hands-on stations involving microscopes, water chemistry experiments, interactive watershed models, and much more.
- 3) Krazy Kelp Forest Virtual Lab
\$185.00, serving up to 30 students in a 1-hour session.
The Krazy Kelp Forest Lab has a grade level target of 3-8. It is an inquiry-based program that provides students with the opportunity to learn about the species and ecosystem dynamics within a Giant Kelp forest. They become environmental scientists as they participate in three stations involving a dissection, preserved marine animals, and marine plankton.
- 4) Curious Cephalops Virtual Lab
\$185.00, serving up to 30 students in a 1-hour session.
The Curious Cephalopods Lab has a grade level target of 3-5. It is an inquiry-based program that provides students with the opportunity to learn about a unique group of marine organisms. They become marine biologists as they learn about octopus, squid,

cuttlefish, and nautilus by participating in three stations involving a squid dissection and preserved marine animals.

- 5) Geology Rocks Virtual Lab
\$185.00, serving up to 30 students in a 1-hour session.
The Geology Rocks Lab has a grade level target of 6-8. It is an inquiry-based program that provides students with the opportunity to learn about the phenomena that tell the story of planet Earth's past, present, and possible future. They become geologists by participating in four stations involving rock identification, epicenter triangulation, and plate movement calculation.
- 6) Marine Science Floating Lab
\$825.00 per morning trip and \$785.00 per afternoon/ twilight trip, serving up to 40 people on one of two boats. This program consists of half-day field trip on San Diego Bay with hands-on science instruction and materials.

B. County agrees to provide:

- 1) Instructional materials and equipment.
- 2) Boat transportation with qualified crew (Floating Lab only).
- 3) Curriculum and instruction.
- 4) Invoicing of the District/School/Organization for the field trip.

C. District/School/Organization agrees to:

- 1) Schedule their participation in the program of choice with the County by phone or email.
- 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO, check or, for Private Schools only, a Personal Letter of Guaranty signed by the site administrator).
- 3) Send no more than the maximum number of allowed per Marine Science Floating Lab field trip (40, including chaperones/teachers). If the school arrives for the field trip with a group size of more than 40, the ship captain may, at his/her sole option; refuse to take more than the maximum of 40 on board or agree to accept additional passengers up to a maximum of 45 with the understanding that the District/School/Organization agrees to pay an additional fee of \$50 for each person in excess of 40. Group sizes in excess of 45 will not be accepted under any circumstances. If the group arrives with more than 40, and the ship captain refuses to take more than 40 on board, the group may elect to leave some behind or cancel the trip. If the trip is canceled by the group in this circumstance, there will be no refund or compensation to the District/School/Organization.
- 4) Provide a minimum number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Marine Science Floating Lab requires a minimum of one participating adult.
 - a. Green Machine only - If the school cannot provide the required participating adults, they must inform County a minimum of five days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$153 per participant provided by County.
- 5) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the scheduled trip. Cancellation with less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.

- 6) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
- 7) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. Authorization to Copy Materials

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. Confidentiality of Service or Work

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. Independent Contractor

It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

6. Hold Harmless

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to person, including death therefrom, or damage to property sustained by the Party or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the defending party, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The defending party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the non-defending party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. Insurance Requirements

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. Compliance With Laws

The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. Compensation/Costs and Payment Schedule

The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.

10. Termination

It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

11. Audit

The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

12. Safety

District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

13. Governing Law/Venue San Diego

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

14. Final Approval

This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Interim Senior Director of Outdoor Education.

15. Contract Participants

If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. County Contact Person

San Diego County Office of Education
Bruce Petersen, Executive Director, Student Support Services
6401 Linda Vista Road, San Diego, California 92111-7399
(619) 590-3903

17. Entire Agreement

This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed, such parties acting by their representatives being duly authorized.

Cardiff School District

By _____

Title Superintendent

Date May 12, 2022

Authorized or ratified by the Board of Education

on May 12, 2022

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Executive Director, Student Support Services
Title

March 1, 2022
Date

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or disability.

SAN DIEGO COUNTY OFFICE OF EDUCATION

OUTDOOR EDUCATION PROGRAM

FEES AND CHARGES 2022-23

<u>PROGRAM NAME</u>	<u>UNIT BASE FOR</u>	<u>NOTES</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
	<u>CHARGE</u>				

OUTDOOR SCHOOL PROGRAM

5-day Program	Per student	*	\$337.56	\$335.00	\$340.00
4-day Program	Per student	(3) *	286.41	285.00	290.00
Classroom Teachers-Food Serv Ops	Per Teacher/Per Day				
Insurance	Per Student/Per Day	(1)			

Discounts 5-day Program

*Equity Credit: \$90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

*Introductory Credit: \$10 credit per full fee student.

*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$330.00 per student. Other discounts may be combined.

October thru December Rates: \$335.00 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

Discounts 4-day Program

*Equity Credit: \$78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

*Introductory Credit: \$8 credit per full fee student.

*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$280.00 per student. Other discounts may be combined.

October thru December Rates: \$285.00 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

OUTREACH PROGRAMS

Marine Science Floating Lab	Per Morning Trip		750.00	750.00	825.00
Marine Science Floating Lab	Per Afternoon/Twilight Trip		710.00	710.00	785.00
Splash Science Mobile Lab	Per Day	(8)	750.00	750.00	790.00
Green Machine Mobile Classroom	Per Day	(8)	540.00	540.00	570.00
Curious Cephalopods	1 hour session			175.00	185.00
Krazy Kelp Forest	1 hour session			175.00	185.00
Geology Rocks!	1 hour session			175.00	185.00

SITE RENTAL PROGRAM

(4) (5) (7)

One overnight - 3 meals with cabin	Per Guest		80.00	80.00	86.00
Two overnights - 5 meals with cabin	Per Guest		140.00	140.00	163.00
Three overnights - 8 meals with cabin	Per Guest		210.00	210.00	249.00
Overnights - no meals with cabin	Per Guest/Per Night	(9)	58.00	58.00	60.00
Visitor Meal - Food Service Operations	Per Meal/Min 3 Meals		8.75	8.75	9.00
Kitchen access for self-prep meals	Per Scheduled Meal	(9)	195.00	195.00	200.00
State Park Fee (Cuyamaca and Palomar)	Per Guest/Per Night	(2)	3.00	3.00	3.50

**SAN DIEGO COUNTY OFFICE OF EDUCATION
OUTDOOR EDUCATION PROGRAM
FEES AND CHARGES 2022-23**

<u>PROGRAM NAME</u>	<u>UNIT BASE FOR CHARGE</u>	<u>NOTES</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
<u>ADDITIONAL SERVICES/FACILITIES</u>		(4)			
Overnights (after 4 nights)	Per Guest/Per Night		\$40.00	\$40.00	\$43.00
Camper Insurance	Per Guest/Per Day	(1)			
Day Use Fee - Outside only	Per 4 hours or Part Thereof During Regular Work Day		447.00	454.00	470.00
Facilities:		(4)			
Individual Bedroom	Per night or Part Thereof		29.00	30.00	31.00
Assembly Hall	Per Day or Part Thereof				
Assembly Hall, Craft Shop, Infirmary, Lodge, or Staff Lounge	Per Day or Part Thereof		42.00	43.00	45.00
Dining Room or Meeting Room	Per Day or Part Thereof (for day use group)		355.00	360.00	365.00
Auxiliary SDCOE Staff:		(4)			
Instructional or Summer Program Staff	Per 8 Hour Day/Per Staff Member or Part Thereof	(4) (6)	393.00	400.00	420.00
Lifeguard	Per 8 Hour Day/Per Staff Member or Part Thereof	(4) (6)	393.00	400.00	420.00
Nurse	Per 8 Hour Day/Per Staff Member or Part Thereof	(4) (6)	521.00	535.00	550.00

Notes:

1. Insurance premium will be paid by Cuyamaca Outdoor School.
2. State Park fees are set by State Parks & Recreation and are subject to change.
3. 4-day programs are available on designated SDCOE holiday weeks only. Refer to your Outdoor School Schedule.
4. All accommodations and staffing are subject to availability and must be arranged in advance.
5. Minimum group sizes for 1-2 nights: 50; for more than 2 nights: 100. Smaller groups may call the Director for consideration.
6. This rate charged for up to a maximum of 8 hours per day or 40 hours per week. OT will be charged if these hours are exceeded. The availability of auxiliary staff is not guaranteed, it is highly recommended that groups bring their own staff (lifeguard must be certified).
7. The Director reserves the right to alter the above fee schedule to accommodate special staffing, group sizes, or unusual program needs.
8. Schools may request an additional TA to accompany the Splash Lab or Green Machine in lieu of the school providing a volunteer. Additional TAs are subject to availability and an additional fee of \$160.00 per day/per TA. Please request at least two weeks in advance of the trip.
9. Site rental without meals is by special arrangement. Kitchen access fee includes supervision.

POLICY GUIDE SHEET

May 2022

BP/AR 4218 - Dismissal/Suspension/Disciplinary Action

(BP/AR revised)

Policy and regulation updated to reflect procedural rights that must be granted to permanent district employees based on the court decision in *Skelly v. State Personnel Board*, including notification of the materials upon which the proposed action is based and the employee's right to respond to a designated district official ("Skelly officer") who will decide whether the recommended discipline should be imposed.

BP/AR 6174 Education for English Learners

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2735, 2018)** which prohibits districts from denying English learners the opportunity to enroll in core curricular courses or courses needed for middle school promotion, high school graduation, or college admission. Policy also adds requirement to annually designate a district and site coordinator to oversee administration of the English Language Proficiency Assessments for California (ELPAC). Regulation reflects **NEW STATE REGULATION (Register 2019, No. 1)** which establishes a timeframe for notifying parents/guardians of their child's ELPAC test results when the results are received from the test contractor after the last day of instruction for the school year.

BP 6179 - Supplemental Instruction

(BP revised)

Policy updated to reflect current law requiring the provision of remedial instruction to students who are recommended for retention or are identified as being at risk for retention. Policy also deletes reference to federal Title I program improvement which is no longer operational, and clarifies that schools identified for comprehensive or targeted school improvement may, but are not required to, offer supplemental instruction.

Board Policy

Classified Personnel

BP 4218(a)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, **and or** administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4000 - Concepts and Roles)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

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

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4200 - Classified Personnel)

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.

(cf. 4216 - Probationary/Permanent Status)

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for **Serious** Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board, ~~except that, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee.~~ (Education Code 45113, 45312)

~~(cf. 3515.3 – District Police/Security Department)~~

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

(cf. 9321 - Closed Session)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Following the hearing **or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action,** the Board shall affirm, modify, or reject the **recommended** disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu of holding a Board hearing on the sufficiency of the causes for disciplinary action, the Board may delegate its authority to an impartial third-party hearing officer. When the matter is heard by a third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision. (Education Code 45113)

If the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In **such** cases ~~involving an allegation of egregious misconduct,~~ the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

*Legal Reference:*EDUCATION CODE*35161 Delegation of powers and duties**44009 Conviction of specified crimes**44010 Sex offense**44011 "Controlled substance offense" defined**44031 Personnel file**44940 Leave of absence; employee charged with mandatory or optional leave of absence offense**44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security**44990-44994 Testimony of minor witnesses at dismissal or suspension hearings**45101 Definitions (including "disciplinary action," "cause")**45109 Fixing of duties**45113 Rules and regulations for classified service in districts not incorporating the merit system**45123 Employment after conviction of sex or narcotics offense**45124 Dismissal of sexual psychopath**45202 Transfer of accumulated sick leave and other benefits following dismissal**45240-45320 Merit system, classified employees*CODE OF CIVIL PROCEDURE*1286.2 Grounds for vacating decision of arbitrator*GOVERNMENT CODE*11500-11529 Administrative adjudication**12900-12996 Fair Employment and Housing Act**54957 Brown Act open meeting laws; closed session*HEALTH AND SAFETY CODE*11054 Schedule I; substances included**11055 Schedule II, substances included**11056 Schedule III, substances included**11357-11361 Marijuana**11363 Peyote*

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Legal Reference: (continued)

11364 Opium

11370.1 Possession of controlled substances with a firearm

PENAL CODE

187 Murder

667.5 Sex offenders

830.32 Peace officers employed by district

1192.7 Violent or serious felony

11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees Association v. Bonita Unified School District (2008) No. B200141

California School Employees v. Livingston Union School District (2007) 149 Cal.App 4th 391

CSEA v. Foothill Community College District (1975) 52 Cal.App. 3rd 150, 155-156, 124 Cal. Rptr 830

Skelly v. State Personnel Board (1975) 15 Cal. 3d 194

(7/19) 10/19

Administrative Regulation

Classified Personnel

AR 4218(a)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

(cf. 4159/4259/4359 - Employee Assistance Program)

12. Destruction or misuse of district property

(cf. 4040 - Employee Use of Technology)

13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointment and Conditions of Employment)

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

16. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)

17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

(cf. 5145.2 - Freedom of Speech/Expression)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

(cf. 4216 - Probationary/Permanent Status)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any **final** recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

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

Request for **Board Hearing**

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal,

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Board Policy

Instruction

BP 6174(a)

EDUCATION FOR ENGLISH LEARNERS

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level., ~~integrated across all subject areas, and aligned with the state content standards.~~ The district's program **Such instruction** shall be based on sound instructional theory, **be aligned with state content standards**, ~~use standards-aligned instructional materials~~, emphasize inquiry-based learning and critical thinking skills, and **be integrated across all subject areas** ~~provide students with access to the full educational program.~~

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. **Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion**

However, an English learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. **A full course load of courses specified in item #1 above**

3. **Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner**

(cf. 0415 - Equity)

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

EDUCATION FOR ENGLISH LEARNERS (continued)

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. ~~To support students' English language development, the Superintendent or designee may also provide an English development adult literacy training program that leads to English fluency for parents/guardians and community members so that they may better support students' English language development.~~

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

~~English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, integrated across all subject areas, and aligned with the state content standards. The district's program shall be based on sound instructional theory, use standards aligned instructional materials, emphasize inquiry based learning and critical thinking skills, and provide students with access to the full educational program.~~

~~*(cf. 6011 - Academic Standards)*~~

~~*(cf. 6141 - Curriculum Development and Evaluation)*~~

~~*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*~~

~~*(cf. 6161.11 - Supplementary Instructional Materials)*~~

~~*(cf. 6171 - Title I Programs)*~~

Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

~~To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.~~

Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency ~~and needs in the areas of listening, speaking, reading, and writing in English~~ **using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.**

Once identified as an English learner, a student shall be annually assessed for language proficiency until ~~he/she~~ **the student** is reclassified based on criteria specified in the accompanying administrative regulation.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

EDUCATION FOR ENGLISH LEARNERS (continued)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. ~~The district may offer a~~ **A** dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding;

(cf. 6142.2 - World~~Foreign~~ Language Instruction)

2. ~~The district may offer a~~ **A** transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards;

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. ~~He/she~~ **The Superintendent or designee** shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

EDUCATION FOR ENGLISH LEARNERS (continued)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference: (see next page)

EDUCATION FOR ENGLISH LEARNERS (continued)

Legal Reference:

EDUCATION CODE

300-340 English language education, especially:
 305-310 Language acquisition programs
 313-313.5 Assessment of English proficiency
 430-446 English Learner and Immigrant Pupil Federal Conformity Act
 33050 State Board of Education waiver authority
 42238.02-42238.03 Local control funding formula
 44253.1-44253.11 Qualifications for teaching English learners
 48980 Parental notifications
 48985 Notices to parents in language other than English
 52052 Accountability; numerically significant student subgroups
 52060-52077 Local control and accountability plan
 52160-52178 Bilingual Bicultural Act
 56305 CDE manual on English learners with disabilities
 60603 Definition, recently arrived English learner
 60640 California Assessment of Student Performance and Progress

60811-60812 Assessment of English language development

62002.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

854.1-854.3 CAASPP and universal tools, designated supports, and accommodations
 854.9 CASSPP and unlisted resources for students with disabilities
 11300-11316 English learner education

~~11510-11517.5 California English Language Development Test~~

11517.6-11519.5 English Language Proficiency Assessments for California

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility
 1701-1705 Equal Educational Opportunities Act
 6311 Title I state plan

6312 Title I local education agency plans

6801-7014 Title III, language instruction for English learners and immigrant students

7801 Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discrimination prohibited

200.16 Assessment of English learners

COURT DECISIONS

Valeria O. v. Davis, (2002) 307 F.3d 1036

California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al., (1989) 724 F.Supp. 698

ATTORNEY GENERAL OPINIONS

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Management Resources:

CSBA PUBLICATIONS

English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018

English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017

Management Resources continued: (see next page)

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Administrative Regulation

Instruction

AR 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English **in his/her at** home from early childhood and English has been **his/her the** primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR **11511 11518.5**)

EDUCATION FOR ENGLISH LEARNERS (continued)

Each year after a student is identified as an English learner and until **he/she the student** is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

~~The ELPAC shall be administered in accordance with test publisher instructions and 5 CCR 11518.5-11518.20. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11518.30-11518.35.~~

~~The ELPAC shall be administered~~ **Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted** in accordance with test publisher instructions and 5 CCR 11518.5-11518.20**35**.

~~Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11518.25-11518.35; 20 USC 1412)~~

(cf. 6159 - Individualized Education Program)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor **or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year.** (Education Code 52164.1; 5 CCR ~~11511.5~~ **11518.15**)

(cf. 5145.6 - Parental Notifications)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of ~~his/her child's~~ **the student's** English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program

EDUCATION FOR ENGLISH LEARNERS (continued)

2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop **his/her** English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Language Acquisition Programs

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

EDUCATION FOR ENGLISH LEARNERS (continued)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
 - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
 - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
 - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

EDUCATION FOR ENGLISH LEARNERS (continued)

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

EDUCATION FOR ENGLISH LEARNERS (continued)

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The ~~measures~~ **procedures** used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian ~~opinion and consultation~~ **involvement, including:**
 - a. **Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate**
 - b. **Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process**
4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether any additional academic support **is needed**.

Advisory Committee

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

EDUCATION FOR ENGLISH LEARNERS (continued)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

(3/17 7/18) 7/19

Board Policy

Instruction

BP 6179(a)

SUPPLEMENTAL INSTRUCTION

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
(cf. 6164.5 - Student Success Teams)

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

(cf. 5148.2 - Before/After School Programs)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee **and when written parent/guardian consent is obtained for the student's participation**, a student may be required to participate in supplemental instruction outside the regular school day. **In such cases, written parent/guardian consent shall be obtained for the student's participation.**

Supplemental instruction shall be offered to students **in grades 2-9 who have been retained or are recommended for retention, or are identified as being at risk for retention**, at their current grade level. (Education Code **37252.2**, 48070.5)

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6162.51 - State Academic Achievement Tests)

SUPPLEMENTAL INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

~~37252-37254.1 Supplemental instruction, summer school~~

42238.01-~~42238.07~~ **42238.5** Local control funding formula

46100 Length of school day

48070-48070.~~5~~ **6** Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6311 State plan

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

WEB SITES

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

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

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

(12/15 7/16) 7/19

Policy Reference UPDATE Service

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State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-23

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Cardiff School District District CDS Code: 68007

Name of County: San Diego County CDS Code: 37

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5/12/2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Jill Vinson</u>	_____	<u>Superintendent</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>(760) 942-5831</u>	<u>(760) 632-5890 ext 101</u>	<u>May 12, 2022</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>1888 Montgomery Ave, Cardiff CA 92007</u>		
<i>Mailing Address</i>		
<u>emily.horta@cardiffschools.com</u>		
<i>Email Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

1

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

1

Teacher Librarian Services

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	0
Special Education	1
TOTAL	1

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? YES ☐ Yes ☐ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? YES ☐ Yes ☐ No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

Cal State University San Marcos; National University; Azusa Pacific University

If no, explain why you do not participate in an internship program.

n/a

CARDIFF SCHOOL DISTRICT BILINGUAL ASSISTANT

DEFINITION:

Under the direction of a Principal, performs a variety of clerical duties in support of an assigned school office; greets and assists students, parents and visitors; assists in assuring smooth and efficient office operations.

TYPICAL DUTIES:

- Performs a variety of clerical duties in support of school office operations; answers phones and greets visitors; takes and relay messages; opens, sorts and routes mail and other communications
- Prepares routine correspondence; types letters, reports, and other materials from drafts or oral instructions; proofreads and verifies accuracy and completeness of documents
- Participates in various attendance-related duties as assigned; contacts parents and guardians to verify absences; prepares and maintains attendance and absence reports and lists according to established procedures; issues readmit slips to students
- Provides outreach to parents/guardians of students identified as being chronically absent to provide academic and community resources
- Translates all parent communication as directed
- Serves as interpreter between parents and district organizations such as, Cardiff SEA, School Site Council and District English Language Advisory Committee and to school psychologist, speech therapist and parent/teachers during parent conference week as assigned
- Provides school-related information to students, parents, staff and the public; explains and enforces District and school policies and procedures; maintains confidentiality of materials and information
- Assists in the administration of home language survey
- Participates in student registration activities; assists parents with proper completion of forms;
- Inventories and orders office, classroom and school supplies, materials and equipment as assigned
- Inputs and updates data on a computer and generates lists and reports as required;
- Assists Health Office Assistant with administration of routine first aid to students and staff; dispenses medication according to physician instructions and District policy; notifies parents of ill or injured students as needed
- Provides outreach regarding various programs for specialized student groups as needed
- Operates a variety of office equipment including a copier, scanner, computer and assigned software and applications
- Works under the direction of the site principal to update, complete and monitor required documentation for EL students
- Works under the direction of the site principal and ELPAC Coordinator to act as a site ELPAC Examiner and fulfill the required duties of this position
- Other duties as assigned

EMPLOYMENT STANDARDS:

Knowledge of:

- Modern office practices, procedures and equipment
- Operation of a computer and assigned software
- Record-keeping techniques
- Telephone techniques and etiquette

- Correct English and Spanish usage, grammar, spelling, punctuation and vocabulary
- Oral and written communication skills
- Interpersonal skills using tact, patience and courtesy
- Basic arithmetic
- Basic first aid

Ability to:

- Perform a variety of clerical duties in support of assigned school office
- Understand and follow oral and written directions
- Communicate effectively with students, parents, staff and administration
- Translate and interpret from English to Spanish and from Spanish to English concisely and accurately
- Learn, interpret and explain rules, regulations, policies and procedures
- Maintain records and prepare reports
- Type at 45 words per minute from clear copy
- Establish and maintain cooperative and effective working relationships with others
- Add, subtract, multiply and divide quickly and accurately
- Meet schedules and timelines
- Prioritize and schedule work
- Operate a computer and assigned software, and a variety of office machines
- Complete work with many interruptions
- Compose correspondence independently
- Work collaboratively in a team environment

EDUCATION AND EXPERIENCE:

Any combination of education, training, and/or experience which demonstrate ability to perform the required duties. A typical qualifying background would include completion of high school or equivalent and two years of increasingly responsible clerical/office experience including translating written documents and providing simultaneous interpretations in Spanish and English, preferably within a school environment.

LICENSES AND CERTIFICATES:

Valid First Aid and CPR Certification issued by an authorized agency within six months of employment. Typing/keyboarding certificate at a net, corrected speed of 45 words per minute.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to hear and speak to exchange information; see to observe students and perform assigned duties; walk, stand or sit for extended periods of time; possess dexterity of hand and fingers to operate assigned equipment; kneel, bend at the waist, and reach overhead, above the shoulders and horizontally to perform assigned duties; lift and carry light objects.

WORK ENVIRONMENT:

The noise level in the work environment is usually moderate.

CARDIFF SCHOOL DISTRICT

HEALTH OFFICE ASSISTANT

DEFINITION:

Under the direction of the Principal, administer basic first aid and screen ill or injured students in accordance with applicable laws and regulations; assists individuals with specialized health care needs; prepares and maintains student health records, logs and files.

TYPICAL DUTIES:

- Performs first aid procedures and screen ill or injured students according to established procedures;
- Utilizes a variety of health products and supplies in caring for injuries and health needs;
- Administers first aid in emergency situations and notifies administrator, parents or paramedics as needed;
- Maintains school health office, first aid kits and supplies as necessary;
- Maintains all necessary records and reports of student accidents, illnesses, medication, and other related records and statistics;
- Sends written notices to parents and school staff as required;
- Coordinates the preparation of a variety of examinations related to health appraisal of students;
- Schedules vision, hearing, scoliosis and various other screening tests and clinics for students as appropriate;
- Assists health specialists and other professionals in conducting health screening services as required;
- Administers medication according to physician and parent instructions; prepares related documents; communicates with physicians and parents to obtain authorization forms;
- Maintains the health office in a clean, orderly and safe condition;
- Receives and reviews student health files incoming from other schools and Districts;
- Prepares, maintains and types a variety of health-related records and files including student health records, immunizations, physical exam status, accident reports, communicable disease list and other health reports;
- Compiles and prepares a variety of State-mandated information and reports concerning required physical exams and submit to appropriate agency;
- Provides health records to others according to established policies and procedures; Operates standard health instruments;
- Participates in various attendance-related duties as assigned; verifies absences as needed;
- Performs a variety of office functions and activities in support of school office operations;
- Operates a variety of office equipment including a copier, fax machine, computer and assigned software;
- Other duties as assigned

EMPLOYMENT STANDARDS:

Knowledge of:

- Student health services related to injuries and illnesses
- District policies, procedures and practices related to health issues, medical terminology and related activities
- First Aid and age-appropriate CPR techniques
- Health and safety regulations
- Attendance procedures and related document preparation techniques

- Modern office practices, procedures and equipment
- Operation of computer and assigned software
- Record-keeping techniques
- Correct English usage, grammar, spelling, punctuation and vocabulary
- Oral and written communication skills
- Interpersonal skills using tact, patience and courtesy

Ability to:

- Assess and provide first aid care to ill and injured students and staff
- Assist individuals with specialized health care needs
- Prepare and maintain a variety of medical-related records, log and files
- Establish and maintain files, records, reports and referrals
- Understand and follow oral and written directions
- Meet schedules and timelines
- Plan and organize work
- Work confidentially with discretion
- Communicate effectively and accurately, both orally and in writing
- Read, explain and follow rules, regulations, policies and procedures
- Apply appropriate care and procedures related to ill or injured students
- Respond effectively and appropriately to emergency situations
- Perform clerical duties such as filing, typing, duplicating and maintaining records
- Operate computer and medical equipment as required
- Work collaboratively in a team environment

EDUCATION AND EXPERIENCE:

Any combination of education, training, and/or experience which demonstrate ability to perform the required duties. A typical qualifying background would include completion of high school or equivalent and two years experience providing health services to children and/or working in a school office.

LICENSES AND CERTIFICATES:

Valid First Aid and CPR Certification issued by an authorized agency.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel objects, tools, or controls; and talk to hear. The employee frequently is required to walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee is occasionally required to stand. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The noise level in the work environment is usually moderate.

**Cardiff School District
Cardiff-by-the-Sea, California 92007
May 12, 2022**

ITEM: CONSIDER RATIFICATION OF THE COLLECTIVE BARGAINING
AGREEMENT WITH THE CARDIFF ELEMENTARY TEACHERS
ASSOCIATION

BACKGROUND

The District and the Cardiff Elementary Teachers' Association (CETA) are in their second year of a three-year contract. As allowed by the contract, the District and CETA reopened negotiations in the fall of 2021. The District and CETA have concluded negotiations and have a tentative settlement.

CURRENT CONSIDERATIONS

The proposed settlement of collective bargaining with CETA includes the following terms:

- Retroactive to July 1, 2021 an increase to the salary schedule by 4.0% for all current eligible bargaining unit members.

FINANCIAL IMPLICATIONS

The 2021-2022 increase to the teachers' salary schedule will cost \$198,311. The funding source for the proposed settlement is the District's general fund.

RECOMMENDATION

It is respectfully recommended that the Board ratify the collective bargaining agreement with the Cardiff Elementary Teachers Association.

Disclosure of Collective Bargaining Agreement

Page 1 of 7

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);

GC § 3547.5 (Statutes of 2004, Chapter 52)

Cardiff School District

Name of Bargaining Unit: Cardiff Elementary Teachers Association Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/21 Ending: 6/30/22

This agreement will be acted upon by the Governing Board at its meeting on: 12-May-22
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2021-2022		Year 2 2022-2023		Year 3 2023-2024	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$4,125,309.00	\$0.00	0.00%	\$61,671.00	1.49%	\$49,765.00	1.19%
2. Salary Schedule - Increase (Decrease)	\$4,125,309.00	\$165,012.00	4.00%	\$100,253.00	2.34%	\$102,811.00	2.34%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$4,125,309.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$832,487.00	\$33,299.00	4.00%	\$35,109.00	4.06%	\$33,658.00	3.74%
5. Health/Welfare Benefits - Increase (Decrease)							
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$4,957,796.00	\$198,311.00	4.00%	\$197,033.00	3.82%	\$186,234.00	3.48%
7. Total Number of Represented Employees	48.00						
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$103,287.42						

Impact on other Funds: _____

Disclosure of Collective Bargaining Agreement

Page 1 of 7

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Cardiff School District

Name of Bargaining Unit: _____ Classified AND Cert/Class Mgmt _____ Certificated: _____ Classified X

The proposed agreement covers the period: Beginning: 7/1/21 Ending: 6/30/22

This agreement will be acted upon by the Governing Board at its meeting on: 12-May-22
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2021-2022		Year 2 2022-2023		Year 3 2023-2024	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$2,567,865.00		0.00%	\$38,342.00	1.49%	\$41,042.00	1.57%
2. Salary Schedule - Increase (Decrease)	\$2,567,865.00	\$102,714.00	4.00%	\$78,341.00	2.93%	\$81,864.00	2.98%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$2,567,865.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$688,319.00	\$27,532.00	4.00%	\$43,128.00	6.02%	\$35,184.00	4.64%
5. Health/Welfare Benefits - Increase (Decrease)							
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$3,256,184.00	\$130,246.00	4.00%	\$159,811.00	4.72%	\$158,090.00	4.46%
7. Total Number of Represented Employees	73.00						
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$44,605.26						

Impact on other Funds: Fund 63: Current Year: \$14,208, Fund 13: Current Year \$5,841

- A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

For the 2021-2022 year, there will be a 4.0% increase on the salary schedules for all Classified, Confidential and Classified Management employees, as well as the School Psychologist, Principal, and Director of Special Education positions retroactive to July 1, 2021.

- B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

There are no non-compensation items included in this settlement.

- C. What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are no impacts on instructional/support programs to accommodate this settlement.

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

This agreement closes negotiations for the 2021-22 school year.

E. Source of Funding for Proposed Agreement

1. Current Year

This agreement will be funded through our general fund revenues.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Being a community funded district, the majority of our revenues are from local property taxes. This agreement will be funded through our General Fund revenues.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is a one year agreement.

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: 12-May-22
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (03-10-2022)	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
LCFF Sources (8010-8099)	9,923,828			9,923,828
Remaining Revenues (8100-8799)	2,283,512			2,283,512
TOTAL REVENUES	12,207,340	0	0	12,207,340
EXPENDITURES:				0
1000 Certificated Salaries	5,099,702	165,012		5,264,714
2000 Classified Salaries	1,810,534	102,714		1,913,248
3000 Employee Benefits	2,774,357	60,831		2,835,188
4000 Books and Supplies	437,468			437,468
5000 Services and Operating Expenses	1,188,071			1,188,071
6000 Capital Outlay	83,943			83,943
7000 Other	408,139			408,139
TOTAL EXPENDITURES	11,802,214	328,557	0	12,130,771
OPERATING SURPLUS (DEFICIT)	405,126	(328,557)	0	76,569
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	405,126	(328,557)	0	76,569
BEGINNING BALANCE	1,665,447			1,665,447
CURRENT YEAR-ENDING BALANCE	2,070,573			2,070,573
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	1,500			1,500
Restricted (9740)	617,794			617,794
Committed (9750/9760)				0
Assigned (9780)				0
Reserve Economic Uncertainties (9789)				0
Unassigned/Unappropriated (9790)	1,077,276			1,077,276

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$12,130,773
b. State Standard Minimum Reserve Percentage for this District	4.00%
c. Projected P-2 ADA	583.07
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$485,230.92

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$485,230.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$966,046.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	
e. Total District Budgeted Unrestricted Reserves	\$1,451,276.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

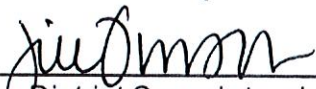
☒ Yes

No

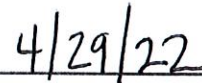
G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

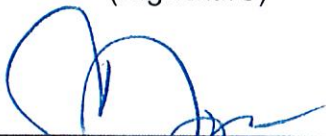
We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



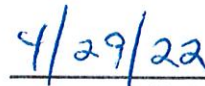
District Superintendent
(Signature)



Date



Chief Business Official
(Signature)



Date

Contact Person: _____ Telephone No.: _____

Disclosure of Collective Bargaining Agreement

Page 1 of 7

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);

GC § 3547.5 (Statutes of 2004, Chapter 52)

Cardiff School District

Name of Bargaining Unit: Cardiff Elementary Teachers Association Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/21 Ending: 6/30/22

This agreement will be acted upon by the Governing Board at its meeting on: 12-May-22
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2021-2022		Year 2 2022-2023		Year 3 2023-2024	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$4,125,309.00	\$0.00	0.00%	\$61,671.00	1.49%	\$49,765.00	1.19%
2. Salary Schedule - Increase (Decrease)	\$4,125,309.00	\$165,012.00	4.00%	\$100,253.00	2.34%	\$102,811.00	2.34%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$4,125,309.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$832,487.00	\$33,299.00	4.00%	\$35,109.00	4.06%	\$33,658.00	3.74%
5. Health/Welfare Benefits - Increase (Decrease)							
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$4,957,796.00	\$198,311.00	4.00%	\$197,033.00	3.82%	\$186,234.00	3.48%
7. Total Number of Represented Employees	48.00						
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$103,287.42						

Impact on other Funds: _____

Disclosure of Collective Bargaining Agreement

Page 1 of 7

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Cardiff School District

Name of Bargaining Unit: _____ Classified AND Cert/Class Mgmt _____ Certificated: _____ Classified X

The proposed agreement covers the period: Beginning: 7/1/21 Ending: 6/30/22

This agreement will be acted upon by the Governing Board at its meeting on: 12-May-22
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2021-2022		Year 2 2022-2023		Year 3 2023-2024	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$2,567,865.00		0.00%	\$38,342.00	1.49%	\$41,042.00	1.57%
2. Salary Schedule - Increase (Decrease)	\$2,567,865.00	\$102,714.00	4.00%	\$78,341.00	2.93%	\$81,864.00	2.98%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$2,567,865.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$688,319.00	\$27,532.00	4.00%	\$43,128.00	6.02%	\$35,184.00	4.64%
5. Health/Welfare Benefits - Increase (Decrease)							
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$3,256,184.00	\$130,246.00	4.00%	\$159,811.00	4.72%	\$158,090.00	4.46%
7. Total Number of Represented Employees	73.00						
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$44,605.26						

Impact on other Funds: Fund 63: Current Year: \$14,208, Fund 13: Current Year \$5,841

- A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

For the 2021-2022 year, there will be a 4.0% increase on the salary schedules for all Classified, Confidential and Classified Management employees, as well as the School Psychologist, Principal, and Director of Special Education positions retroactive to July 1, 2021.

- B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

There are no non-compensation items included in this settlement.

- C. What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are no impacts on instructional/support programs to accommodate this settlement.

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

This agreement closes negotiations for the 2021-22 school year.

E. Source of Funding for Proposed Agreement

1. Current Year

This agreement will be funded through our general fund revenues.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Being a community funded district, the majority of our revenues are from local property taxes. This agreement will be funded through our General Fund revenues.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is a one year agreement.

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: 12-May-22
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (03-10-2022)	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
LCFF Sources (8010-8099)	9,923,828			9,923,828
Remaining Revenues (8100-8799)	2,283,512			2,283,512
TOTAL REVENUES	12,207,340	0	0	12,207,340
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e. Total District Budgeted Unrestricted Reserves	\$1,451,276.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

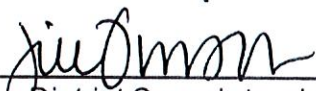
☒ Yes

No

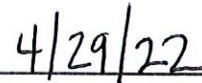
G. Certification

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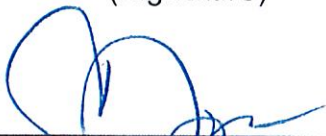
We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



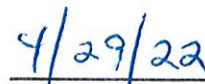
District Superintendent
(Signature)



Date



Chief Business Official
(Signature)



Date

Contact Person: _____ Telephone No.: _____