San Ysidro School District
Governing Board

BOARD MEETING MATERIALS

Thursday,
July 10, 2025
5:00 p.m.

San Ysidro School District
Education Center/Board Room
4350 Otay Mesa Road
San Ysidro, CA 92173

GENERAL ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 25/26-0011 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2025-26 FISCAL YEAR

BACKGROUND INFORMATION:
Special Tax Rates (Mello-Roos) levied in Community Facilities District (CFD) No. 1, No. 2, and No. 3 are established pursuant to the Rates and Method calculations developed at the inception of the CFDs. These tax rates are adjusted each year and rates for development and underdeveloped land are established.

The new rates for 2024-25 are stipulated in the attached resolution. Special Tax Roll for CFD No. 1, No. 2 and No. 3 are available for review in the Business Services Office.

FUNDING SOURCE:
CFD Tax Assessments to Payoff COPS

RECOMMENDATION:
The Governing Board acting as the Legislative Body for Community Facilities District Nos. 1, 2 and 3 of the San Ysidro School District, approves and adopts Resolution No. 25/26-0011 establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2025-26 fiscal year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District

RESOLUTION No. 25/26-0011

Resolution Establishing Annual Special)
Tax Rates for Community Facilities)
Districts No. 1, No. 2 and No. 3)

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

WHEREAS, the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, CALIFORNIA,
(hereinafter referred to as the "legislative body"), has initiated proceedings, held public hearing, conducted elections and received favorable votes for the qualified electors relating to the levy of special taxes in a community facility district, as authorized pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. The Community Facilities Districts are known and designated as follows:

COMMUNITY FACILITIES DISTRICT NO. 1
COMMUNITY FACILITIES DISTRICT NO. 2
COMMUNITY FACILITIES DISTRICT NO. 3

(hereinafter referred to as the "CFD No. 1," "CFD No. 2," and "CFD No. 3", collectively "Districts");
and,

WHEREAS, the legislative body, by Ordinances adopted for the Districts as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes to pay for costs and expenses related to each such District, and this legislative body is desirous to establish the rate of the special taxes to be collected within CFD No. 1, CFD No. 2, and CFD No. 3 for the next fiscal year.

BE IT RESOLVED:

Section l. That the above recitals are all true and correct.

Section 2. That the specific rates and amounts of the special taxes to be collected to pay for the costs and expenses for the next fiscal year (2025-2026 for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".

Section 3. That the rates as set forth above do not exceed the amounts as previously authorized by the Ordinances of this legislative body, and are not in excess of that as previously approved by the qualified electors of the Districts.

Section 4. That the proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following as they pertain to the Districts, in the following order of priority:

A. Payment of principal and interest on any outstanding authorized bonded indebtedness.

B. Necessary replenishment of bond reserve funds or other reserve funds,

C. Payment of costs and expenses of authorized public facilities and public services, as applicable;

D. Repayment of advances and loans, if appropriate.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.

Section 6. All monies above collected shall be paid into the respective District funds, including any bond fund and reserve fund.

Section 7. A listing of all parcels subject to the special taxes, together with the applicable tax to be levied for the next year, shall be filed with the County Auditor on or before the 10th day of August of this year. It is hereby further directed that a certified copy of this Resolution also be filed with the County Auditor on or before the 10th day of August of this year.

Section 8. The Auditor of the County if hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special taxes.

Section 9. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 10th day of July, 2025 by the following vote:

Ayes:___ Noes:___ Absent:___

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 25/26-0011 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

_____

Gina A. Potter, Ed.D., Superintendent
Secretary of the Governing Board

CFD No. 1

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	1	638-291-01-00	$0.00	$0.00
12842	2	638-291-02-00	$0.00	$0.00
12842	3	638-291-03-00	$0.00	$0.00
12842	4	638-291-04-00	$0.00	$0.00
12842	5	638-291-05-00	$0.00	$0.00
12842	6	638-291-06-00	$0.00	$0.00
12842	7	638-291-07-00	$0.00	$0.00
12842	8	638-291-08-00	$0.00	$0.00
12842	9	638-291-09-00	$0.00	$0.00
12842	10	638-291-10-00	$0.00	$0.00
12842	11	638-291-11-00	$0.00	$0.00
12842	12	638-291-12-00	$0.00	$0.00
12842	13	638-291-13-00	$0.00	$0.00
12842	14	638-291-14-00	$0.00	$0.00
12842	15	638-291-15-00	$0.00	$0.00
12842	16	638-291-16-00	$0.00	$0.00
12842	17	638-291-17-00	$0.00	$0.00
12842	18	638-291-18-00	$0.00	$0.00
12842	19	638-291-19-00	$0.00	$0.00
12842	20	638-291-20-00	$0.00	$0.00
12842	21	638-291-21-00	$0.00	$0.00
12842	22	638-291-22-00	$0.00	$0.00
12842	23	638-291-23-00	$0.00	$0.00
12842	24	638-291-24-00	$0.00	$0.00
12842	25	638-291-25-00	$0.00	$0.00
12842	26	638-291-26-00	$0.00	$0.00
12842	27	638-291-27-00	$0.00	$0.00
12842	28	638-291-28-00	$0.00	$0.00
12842	29	638-291-29-00	$0.00	$0.00
12842	30	638-291-30-00	$0.00	$0.00
12842	33	638-291-33-00	$0.00	$0.00
12842	34	638-291-34-00	$0.00	$0.00
12842	35	638-291-35-00	$0.00	$0.00
12842	36	638-291-36-00	$0.00	$0.00
12842	37	638-291-37-00	$0.00	$0.00
12842	38	638-291-38-00	$0.00	$0.00
12842	39	638-291-39-00	$0.00	$0.00
12842	40	638-291-40-00	$0.00	$0.00
12842	41	638-291-41-00	$0.00	$0.00
12842	42	638-291-42-00	$0.00	$0.00
12842	43	638-291-43-00	$0.00	$0.00
12842	44	638-291-44-00	$0.00	$0.00
12842	45	638-291-45-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	46	638-291-46-00	$0.00	$0.00
12842	47	638-291-47-00	$0.00	$0.00
12842	48	638-291-48-00	$0.00	$0.00
12842	49	638-291-49-00	$0.00	$0.00
12842	50	638-291-50-00	$0.00	$0.00
12842	51	638-291-51-00	$0.00	$0.00
12842	52	638-291-52-00	$0.00	$0.00
12842	53	638-291-53-00	$0.00	$0.00
12842	54	638-291-54-00	$0.00	$0.00
12842	55	638-291-55-00	$0.00	$0.00
12842	56	638-291-56-00	$0.00	$0.00
12842	57	638-291-57-00	$0.00	$0.00
12842	58	638-291-58-00	$0.00	$0.00
12842	59	638-291-59-00	$0.00	$0.00
12842	60	638-291-60-00	$0.00	$0.00
12842	61	638-291-61-00	$0.00	$0.00
12842	62	638-291-62-00	$0.00	$0.00
12842	63	638-291-63-00	$0.00	$0.00
12842	64	638-291-64-00	$0.00	$0.00
12842	65	638-291-65-00	$0.00	$0.00
12842	66	638-291-66-00	$0.00	$0.00
12842	67	638-291-67-00	$0.00	$0.00
12842	68	638-291-68-00	$0.00	$0.00
12842	69	638-291-69-00	$0.00	$0.00
12842	70	638-291-70-00	$0.00	$0.00
12842	71	638-291-71-00	$0.00	$0.00
12842	72	638-291-72-00	$0.00	$0.00
12842	31	638-291-73-00	$0.00	$0.00
12842	32	638-291-74-00	$0.00	$0.00
13372	1	665-060-01-00	$0.00	$0.00
13372	2	665-060-02-00	$0.00	$0.00
13372	3	665-060-03-00	$0.00	$0.00
13372	4	665-060-04-00	$0.00	$0.00
13372	5	665-060-05-00	$0.00	$0.00
13372	6	665-060-06-00	$0.00	$0.00
13372	7	665-060-07-00	$0.00	$0.00
13372	8	665-060-08-00	$0.00	$0.00
13372	9	665-060-09-00	$0.00	$0.00
13372	10	665-060-10-00	$0.00	$0.00
13372	11	665-060-11-00	$0.00	$0.00
13372	12	665-060-12-00	$0.00	$0.00
13372	13	665-060-13-00	$0.00	$0.00
13372	14	665-060-14-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	15	665-060-15-00	$0.00	$0.00
13372	16	665-060-16-00	$0.00	$0.00
13372	17	665-060-17-00	$0.00	$0.00
13372	18	665-060-18-00	$0.00	$0.00
13372	19	665-060-19-00	$0.00	$0.00
13372	20	665-060-20-00	$0.00	$0.00
13372	21	665-060-21-00	$0.00	$0.00
13372	22	665-060-22-00	$0.00	$0.00
13372	23	665-060-23-00	$0.00	$0.00
13372	24	665-060-24-00	$0.00	$0.00
13372	25	665-060-25-00	$0.00	$0.00
13372	26	665-060-26-00	$0.00	$0.00
13372	27	665-060-27-00	$0.00	$0.00
13372	28	665-060-28-00	$0.00	$0.00
13372	29	665-060-29-00	$0.00	$0.00
13372	30	665-060-30-00	$0.00	$0.00
13372	31	665-060-31-00	$0.00	$0.00
13372	32	665-060-32-00	$0.00	$0.00
13372	33	665-060-33-00	$0.00	$0.00
13372	34	665-060-34-00	$0.00	$0.00
13372	35	665-060-35-00	$0.00	$0.00
13372	36	665-060-36-00	$0.00	$0.00
13372	37	665-060-37-00	$0.00	$0.00
13372	38	665-060-38-00	$0.00	$0.00
13372	39	665-060-39-00	$0.00	$0.00
13372	40	665-060-40-00	$0.00	$0.00
13372	41	665-060-41-00	$0.00	$0.00
13372	42	665-060-42-00	$0.00	$0.00
13372	43	665-060-43-00	$0.00	$0.00
13372	44	665-060-44-00	$0.00	$0.00
13372	45	665-060-45-00	$0.00	$0.00
13372	46	665-060-46-00	$0.00	$0.00
13372	47	665-060-47-00	$0.00	$0.00
13372	48	665-060-48-00	$0.00	$0.00
13372	49	665-060-49-00	$0.00	$0.00
13372	50	665-060-50-00	$0.00	$0.00
13372	51	665-060-51-00	$0.00	$0.00
13372	52	665-060-52-00	$0.00	$0.00
13372	53	665-060-53-00	$0.00	$0.00
13372	54	665-060-54-00	$0.00	$0.00
13372	55	665-060-55-00	$0.00	$0.00
13372	56	665-060-56-00	$0.00	$0.00
13372	57	665-060-57-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	58	665-060-58-00	$0.00	$0.00
13372	59	665-060-59-00	$0.00	$0.00
13372	60	665-060-60-00	$0.00	$0.00
13372	61	665-060-61-00	$0.00	$0.00
13372	62	665-060-62-00	$0.00	$0.00
13372	63	665-060-63-00	$0.00	$0.00
13372	64	665-060-64-00	$0.00	$0.00
13372	65	665-060-65-00	$0.00	$0.00
13372	66	665-060-66-00	$0.00	$0.00
13372	67	665-060-67-00	$0.00	$0.00
13372	68	665-060-68-00	$0.00	$0.00
13372	69	665-060-69-00	$0.00	$0.00
13372	70	665-060-70-00	$0.00	$0.00
13372	71	665-060-71-00	$0.00	$0.00
13372	72	665-060-72-00	$0.00	$0.00
13372	73	665-060-73-00	$0.00	$0.00
13372	74	665-060-74-00	$0.00	$0.00
13372	75	665-060-75-00	$0.00	$0.00
13372	182	665-060-76-00	$0.00	$0.00
13372	76	665-061-01-00	$0.00	$0.00
13372	77	665-061-02-00	$0.00	$0.00
13372	78	665-061-03-00	$0.00	$0.00
13372	79	665-061-04-00	$0.00	$0.00
13372	80	665-061-05-00	$0.00	$0.00
13372	81	665-061-06-00	$0.00	$0.00
13372	82	665-061-07-00	$0.00	$0.00
13372	83	665-061-08-00	$0.00	$0.00
13372	84	665-061-09-00	$0.00	$0.00
13372	85	665-061-10-00	$0.00	$0.00
13372	86	665-061-11-00	$0.00	$0.00
13372	87	665-061-12-00	$0.00	$0.00
13372	88	665-061-13-00	$0.00	$0.00
13372	89	665-061-14-00	$0.00	$0.00
13372	90	665-061-15-00	$0.00	$0.00
13372	91	665-061-16-00	$0.00	$0.00
13372	92	665-061-17-00	$0.00	$0.00
13372	93	665-061-18-00	$0.00	$0.00
13372	94	665-061-19-00	$0.00	$0.00
13372	95	665-061-20-00	$0.00	$0.00
13372	96	665-061-21-00	$0.00	$0.00
13372	108	665-061-22-00	$0.00	$0.00
13372	109	665-061-23-00	$0.00	$0.00
13372	110	665-061-24-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	111	665-061-25-00	$0.00	$0.00
13372	112	665-061-26-00	$0.00	$0.00
13372	113	665-061-27-00	$0.00	$0.00
13372	114	665-061-28-00	$0.00	$0.00
13372	115	665-061-29-00	$0.00	$0.00
13372	116	665-061-30-00	$0.00	$0.00
13372	117	665-061-31-00	$0.00	$0.00
13372	1178	665-061-32-00	$0.00	$0.00
13372	119	665-061-33-00	$0.00	$0.00
13372	120	665-061-34-00	$0.00	$0.00
13372	121	665-061-35-00	$0.00	$0.00
13372	122	665-061-36-00	$0.00	$0.00
13372	123	665-061-37-00	$0.00	$0.00
13372	124	665-061-38-00	$0.00	$0.00
13372	178	665-061-39-00	$0.00	$0.00
13372	97	665-062-01-00	$0.00	$0.00
13372	98	665-062-02-00	$0.00	$0.00
13372	99	665-062-03-00	$0.00	$0.00
13372	100	665-062-04-00	$0.00	$0.00
13372	101	665-062-05-00	$0.00	$0.00
13372	102	665-062-06-00	$0.00	$0.00
13372	103	665-062-07-00	$0.00	$0.00
13372	104	665-062-08-00	$0.00	$0.00
13372	105	665-062-09-00	$0.00	$0.00
13372	106	665-062-10-00	$0.00	$0.00
13372	107	665-062-11-00	$0.00	$0.00
13372	125	665-062-12-00	$0.00	$0.00
13372	126	665-062-13-00	$0.00	$0.00
13372	127	665-062-14-00	$0.00	$0.00
13372	128	665-062-15-00	$0.00	$0.00
13372	129	665-062-16-00	$0.00	$0.00
13372	130	665-062-17-00	$0.00	$0.00
13372	131	665-062-18-00	$0.00	$0.00
13372	132	665-062-19-00	$0.00	$0.00
13372	133	665-062-20-00	$0.00	$0.00
13372	134	665-062-21-00	$0.00	$0.00
13372	135	665-062-22-00	$0.00	$0.00
13372	136	665-062-23-00	$0.00	$0.00
13372	137	665-062-24-00	$0.00	$0.00
13372	138	665-062-25-00	$0.00	$0.00
13372	139	665-062-26-00	$0.00	$0.00
13372	140	665-062-27-00	$0.00	$0.00
13372	141	665-062-28-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	142	665-062-29-00	$0.00	$0.00
13372	143	665-062-30-00	$0.00	$0.00
13372	144	665-062-31-00	$0.00	$0.00
13372	145	665-062-32-00	$0.00	$0.00
13372	146	665-062-33-00	$0.00	$0.00
13372	147	665-062-34-00	$0.00	$0.00
13372	148	665-063-01-00	$0.00	$0.00
13372	149	665-063-02-00	$0.00	$0.00
13372	150	665-063-03-00	$0.00	$0.00
13372	151	665-063-04-00	$0.00	$0.00
13372	152	665-063-05-00	$0.00	$0.00
13372	153	665-063-06-00	$0.00	$0.00
13372	154	665-063-07-00	$0.00	$0.00
13372	155	665-063-08-00	$0.00	$0.00
13372	156	665-063-09-00	$0.00	$0.00
13372	157	665-063-10-00	$0.00	$0.00
13372	158	665-063-11-00	$0.00	$0.00
13372	159	665-063-12-00	$0.00	$0.00
13372	160	665-063-13-00	$0.00	$0.00
13372	161	665-063-14-00	$0.00	$0.00
13372	162	665-063-15-00	$0.00	$0.00
13372	163	665-063-16-00	$0.00	$0.00
13372	164	665-063-17-00	$0.00	$0.00
13372	165	665-063-18-00	$0.00	$0.00
13372	166	665-063-19-00	$0.00	$0.00
13372	167	665-063-20-00	$0.00	$0.00
13372	168	665-063-21-00	$0.00	$0.00
13372	169	665-063-22-00	$0.00	$0.00
13372	170	665-063-23-00	$0.00	$0.00
13372	177	665-063-30-00	$0.00	$0.00
13372	177	665-063-31-00	$0.00	$0.00
13372	PAR 1	665-063-32-00	$0.00	$0.00
13372	PAR 2	665-063-33-00	$0.00	$0.00
13372	PAR 3	665-063-34-00	$0.00	$0.00
13372	PAR 4	665-063-35-00	$0.00	$0.00
13372	PAR 5	665-063-36-00	$0.00	$0.00
13372	PAR 6	665-063-37-00	$0.00	$0.00
13372	179	665-064-03-00	$0.00	$0.00
13372	180	665-064-04-00	$0.00	$0.00
13372	181	665-064-05-00	$0.00	$0.00
13546	185	665-070-01-00	$0.00	$0.00
13546	186	665-070-02-00	$0.00	$0.00
13546	187	665-070-03-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	188	665-070-04-00	$0.00	$0.00
13546	189	665-070-05-00	$0.00	$0.00
13546	190	665-070-06-00	$0.00	$0.00
13546	191	665-070-07-00	$0.00	$0.00
13546	192	665-070-08-00	$0.00	$0.00
13546	193	665-070-09-00	$0.00	$0.00
13546	194	665-070-10-00	$0.00	$0.00
13546	195	665-070-11-00	$0.00	$0.00
13546	196	665-070-12-00	$0.00	$0.00
13546	197	665-070-13-00	$0.00	$0.00
13546	198	665-070-14-00	$0.00	$0.00
13546	256	665-070-15-00	$0.00	$0.00
13546	257	665-070-16-00	$0.00	$0.00
13546	258	665-070-17-00	$0.00	$0.00
13546	259	665-070-18-00	$0.00	$0.00
13546	260	665-070-19-00	$0.00	$0.00
13546	261	665-070-20-00	$0.00	$0.00
13546	262	665-070-21-00	$0.00	$0.00
13546	263	665-070-22-00	$0.00	$0.00
13546	264	665-070-23-00	$0.00	$0.00
13546	265	665-070-24-00	$0.00	$0.00
13546	266	665-070-25-00	$0.00	$0.00
13546	267	665-070-26-00	$0.00	$0.00
13546	268	665-070-27-00	$0.00	$0.00
13546	269	665-070-28-00	$0.00	$0.00
13546	270	665-070-29-00	$0.00	$0.00
13546	275	665-070-30-00	$0.00	$0.00
13546	276	665-070-31-00	$0.00	$0.00
13546	277	665-070-32-00	$0.00	$0.00
13546	278	665-070-33-00	$0.00	$0.00
13546	279	665-070-34-00	$0.00	$0.00
13546	280	665-070-35-00	$0.00	$0.00
13546	281	665-070-36-00	$0.00	$0.00
13546	282	665-070-37-00	$0.00	$0.00
13546	283	665-070-38-00	$0.00	$0.00
13546	284	665-070-39-00	$0.00	$0.00
13546	285	665-070-40-00	$0.00	$0.00
13546	286	665-070-41-00	$0.00	$0.00
13546	287	665-070-42-00	$0.00	$0.00
13546	288	665-070-43-00	$0.00	$0.00
13546	293	665-070-44-00	$0.00	$0.00
13546	294	665-070-45-00	$0.00	$0.00
13546	295	665-070-46-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	296	665-070-47-00	$0.00	$0.00
13546	297	665-070-48-00	$0.00	$0.00
13546	298	665-070-49-00	$0.00	$0.00
13546	299	665-070-50-00	$0.00	$0.00
13546	300	665-070-51-00	$0.00	$0.00
13546	301	665-070-52-00	$0.00	$0.00
13546	302	665-070-53-00	$0.00	$0.00
13546	303	665-070-54-00	$0.00	$0.00
13546	304	665-070-55-00	$0.00	$0.00
13546	305	665-070-56-00	$0.00	$0.00
13546	306	665-070-57-00	$0.00	$0.00
13546	311	665-070-58-00	$0.00	$0.00
13546	312	665-070-59-00	$0.00	$0.00
13546	313	665-070-60-00	$0.00	$0.00
13546	314	665-070-61-00	$0.00	$0.00
13546	315	665-070-62-00	$0.00	$0.00
13546	316	665-070-63-00	$0.00	$0.00
13546	317	665-070-64-00	$0.00	$0.00
13546	318	665-070-65-00	$0.00	$0.00
13546	319	665-070-66-00	$0.00	$0.00
13546	320	665-070-67-00	$0.00	$0.00
13546	321	665-070-68-00	$0.00	$0.00
13546	322	665-070-69-00	$0.00	$0.00
13546	323	665-070-70-00	$0.00	$0.00
13546	324	665-070-71-00	$0.00	$0.00
13546	325	665-070-72-00	$0.00	$0.00
13546	199	665-071-01-00	$0.00	$0.00
13546	200	665-071-02-00	$0.00	$0.00
13546	201	665-071-03-00	$0.00	$0.00
13546	202	665-071-04-00	$0.00	$0.00
13546	203	665-071-05-00	$0.00	$0.00
13546	204	665-071-06-00	$0.00	$0.00
13546	205	665-071-07-00	$0.00	$0.00
13546	206	665-071-08-00	$0.00	$0.00
13546	207	665-071-09-00	$0.00	$0.00
13546	208	665-071-10-00	$0.00	$0.00
13546	209	665-071-11-00	$0.00	$0.00
13546	210	665-071-12-00	$0.00	$0.00
13546	211	665-071-13-00	$0.00	$0.00
13546	212	665-071-14-00	$0.00	$0.00
13546	213	665-071-15-00	$0.00	$0.00
13546	214	665-071-16-00	$0.00	$0.00
13546	215	665-071-17-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	216	665-071-18-00	$0.00	$0.00
13546	217	665-071-19-00	$0.00	$0.00
13546	218	665-071-20-00	$0.00	$0.00
13546	219	665-071-21-00	$0.00	$0.00
13546	220	665-071-22-00	$0.00	$0.00
13546	221	665-071-23-00	$0.00	$0.00
13546	222	665-071-24-00	$0.00	$0.00
13546	223	665-071-25-00	$0.00	$0.00
13546	224	665-071-26-00	$0.00	$0.00
13546	225	665-071-27-00	$0.00	$0.00
13546	226	665-071-28-00	$0.00	$0.00
13546	227	665-071-29-00	$0.00	$0.00
13546	228	665-071-30-00	$0.00	$0.00
13546	229	665-071-31-00	$0.00	$0.00
13546	230	665-071-32-00	$0.00	$0.00
13546	231	665-071-33-00	$0.00	$0.00
13546	232	665-071-34-00	$0.00	$0.00
13546	233	665-071-35-00	$0.00	$0.00
13546	234	665-071-36-00	$0.00	$0.00
13546	235	665-071-37-00	$1,118.65	$1,118.64
13546	236	665-071-38-00	$0.00	$0.00
13546	237	665-071-39-00	$0.00	$0.00
13546	238	665-071-40-00	$0.00	$0.00
13546	239	665-071-41-00	$0.00	$0.00
13546	240	665-071-42-00	$0.00	$0.00
13546	241	665-071-43-00	$0.00	$0.00
13546	242	665-071-44-00	$0.00	$0.00
13546	246	665-071-45-00	$0.00	$0.00
13546	244	665-071-46-00	$0.00	$0.00
13546	245	665-071-47-00	$0.00	$0.00
13546	246	665-071-48-00	$0.00	$0.00
13546	247	665-071-49-00	$0.00	$0.00
13546	248	665-071-50-00	$0.00	$0.00
13546	249	665-071-51-00	$0.00	$0.00
13546	250	665-071-52-00	$0.00	$0.00
13546	251	665-071-53-00	$0.00	$0.00
13546	252	665-071-54-00	$0.00	$0.00
13546	253	665-071-55-00	$0.00	$0.00
13546	254	665-071-56-00	$0.00	$0.00
13546	255	665-071-57-00	$0.00	$0.00
13546	271	665-071-58-00	$0.00	$0.00
13546	272	665-071-59-00	$0.00	$0.00
13546	273	665-071-60-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	274	665-071-61-00	$0.00	$0.00
13546	289	665-071-62-00	$0.00	$0.00
13546	290	665-071-63-00	$0.00	$0.00
13546	291	665-071-64-00	$0.00	$0.00
13546	292	665-071-65-00	$0.00	$0.00
13546	307	665-071-66-00	$0.00	$0.00
13546	308	665-071-67-00	$0.00	$0.00
13546	309	665-071-68-00	$0.00	$0.00
13546	310	665-071-69-00	$0.00	$0.00
13747	326	665-080-01-00	$0.00	$0.00
13747	327	665-080-02-00	$0.00	$0.00
13747	328	665-080-03-00	$0.00	$0.00
13747	329	665-080-04-00	$0.00	$0.00
13747	330	665-080-05-00	$0.00	$0.00
13747	331	665-080-0600	$0.00	$0.00
13747	332	665-080-07-00	$0.00	$0.00
13747	333	665-080-08-00	$0.00	$0.00
13747	334	665-080-09-00	$0.00	$0.00
13747	335	665-080-10-00	$0.00	$0.00
13747	336	665-080-11-00	$0.00	$0.00
13747	337	665-080-12-00	$0.00	$0.00
13747	338	665-080-13-00	$0.00	$0.00
13747	339	665-080-14-00	$0.00	$0.00
13747	340	665-080-15-00	$0.00	$0.00
13747	341	665-080-16-00	$0.00	$0.00
13747	342	665-080-17-00	$0.00	$0.00
13747	343	665-080-18-00	$0.00	$0.00
13747	344	665-080-19-00	$0.00	$0.00
13747	345	665-080-20-00	$0.00	$0.00
13747	346	665-080-21-00	$0.00	$0.00
13747	347	665-080-22-00	$0.00	$0.00
13747	348	665-080-23-00	$0.00	$0.00
13747	349	665-080-24-00	$0.00	$0.00
13747	350	665-080-25-00	$0.00	$0.00
13747	351	665-080-26-00	$0.00	$0.00
13747	352	665-080-27-00	$0.00	$0.00
13747	353	665-080-28-00	$0.00	$0.00
13747	354	665-080-29-00	$0.00	$0.00
13747	355	665-080-30-00	$0.00	$0.00
13747	356	665-080-31-00	$0.00	$0.00
13747	357	665-080-32-00	$0.00	$0.00
13747	358	665-080-33-00	$0.00	$0.00
13747	359	665-080-34-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	360	665-080-35-00	$0.00	$0.00
13747	361	665-080-36-00	$0.00	$0.00
13747	362	665-080-37-00	$0.00	$0.00
13747	363	665-080-38-00	$0.00	$0.00
13747	364	665-080-39-00	$0.00	$0.00
13747	365	665-080-40-00	$0.00	$0.00
13747	366	665-080-41-00	$0.00	$0.00
13747	367	665-080-42-00	$0.00	$0.00
13747	368	665-080-43-00	$0.00	$0.00
13747	369	665-080-44-00	$0.00	$0.00
13747	370	665-080-45-00	$0.00	$0.00
13747	371	665-080-46-00	$0.00	$0.00
13747	372	665-080-47-00	$0.00	$0.00
13747	373	665-080-48-00	$0.00	$0.00
13747	374	665-080-49-00	$0.00	$0.00
13747	375	665-080-50-00	$0.00	$0.00
13747	376	665-080-51-00	$0.00	$0.00
13747	377	665-080-52-00	$0.00	$0.00
13747	378	665-080-53-00	$0.00	$0.00
13747	379	665-080-54-00	$0.00	$0.00
13747	380	665-080-55-00	$0.00	$0.00
13747	381	665-080-56-00	$0.00	$0.00
13747	382	665-080-57-00	$0.00	$0.00
13747	383	665-080-58-00	$0.00	$0.00
13747	384	665-080-59-00	$0.00	$0.00
13747	385	665-080-60-00	$0.00	$0.00
13747	386	665-080-61-00	$0.00	$0.00
13747	387	665-080-62-00	$0.00	$0.00
13747	388	665-080-63-00	$0.00	$0.00
13747	389	665-080-64-00	$0.00	$0.00
13747	390	665-080-65-00	$0.00	$0.00
13747	391	665-080-66-00	$0.00	$0.00
13747	392	665-080-67-00	$0.00	$0.00
13747	393	665-080-68-00	$0.00	$0.00
13747	394	665-080-69-00	$0.00	$0.00
13747	395	665-080-70-00	$0.00	$0.00
13747	396	665-080-71-00	$0.00	$0.00
13747	397	665-080-72-00	$0.00	$0.00
13747	398	665-080-73-00	$0.00	$0.00
13747	399	665-080-74-00	$0.00	$0.00
13747	400	665-080-75-00	$0.00	$0.00
13747	401	665-080-76-00	$0.00	$0.00
13747	402	665-080-77-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	403	665-080-78-00	$0.00	$0.00
13747	404	665-080-79-00	$0.00	$0.00
13747	405	665-080-80-00	$0.00	$0.00
13747	406	665-081-01-00	$0.00	$0.00
13747	407	665-081-02-00	$0.00	$0.00
13747	408	665-081-03-00	$0.00	$0.00
13747	409	665-081-04-00	$0.00	$0.00
13747	410	665-081-05-00	$0.00	$0.00
13747	411	665-081-06-00	$0.00	$0.00
13747	412	665-081-07-00	$0.00	$0.00
13747	413	665-081-08-00	$0.00	$0.00
13747	414	665-081-09-00	$0.00	$0.00
13747	415	665-081-10-00	$0.00	$0.00
13747	416	665-081-11-00	$0.00	$0.00
13747	417	665-081-12-00	$0.00	$0.00
13747	418	665-081-13-00	$0.00	$0.00
13747	419	665-081-14-00	$0.00	$0.00
13747	420	665-081-15-00	$0.00	$0.00
13747	421	665-081-16-00	$0.00	$0.00
13747	422	665-081-17-00	$0.00	$0.00
13747	423	665-081-18-00	$0.00	$0.00
13747	424	665-081-19-00	$0.00	$0.00
13747	425	665-081-20-00	$0.00	$0.00
13747	426	665-081-21-00	$0.00	$0.00
13747	427	665-081-22-00	$0.00	$0.00
13747	428	665-081-23-00	$0.00	$0.00
13747	429	665-081-24-00	$0.00	$0.00
13747	430	665-081-25-00	$0.00	$0.00
13747	431	665-081-26-00	$0.00	$0.00
13747	432	665-081-27-00	$0.00	$0.00
13747	433	665-081-28-00	$0.00	$0.00
13747	434	665-081-29-00	$0.00	$0.00
13747	435	665-081-30-00	$0.00	$0.00
13747	436	665-081-31-00	$0.00	$0.00
13747	437	665-081-32-00	$0.00	$0.00
13747	438	665-081-33-00	$0.00	$0.00
13747	439	665-081-34-00	$0.00	$0.00
13747	440	665-081-35-00	$0.00	$0.00
13747	441	665-081-36-00	$0.00	$0.00
13747	442	665-081-37-00	$0.00	$0.00
13747	443	665-081-38-00	$0.00	$0.00
13747	444	665-081-39-00	$0.00	$0.00
13747	445	665-081-40-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	446	665-081-41-00	$0.00	$0.00
13747	447	665-081-42-00	$0.00	$0.00
13747	448	665-081-43-00	$0.00	$0.00
13747	449	665-081-44-00	$0.00	$0.00
13747	450	665-081-45-00	$0.00	$0.00
13747	451	665-081-46-00	$0.00	$0.00
13747	452	665-081-47-00	$0.00	$0.00
13860	1	665-090-01-00	$0.00	$0.00
13860	2	665-090-02-00	$0.00	$0.00
13860	3	665-090-03-00	$0.00	$0.00
13860	4	665-090-04-00	$0.00	$0.00
13860	5	665-090-05-00	$0.00	$0.00
13860	6	665-090-06-00	$0.00	$0.00
13860	7	665-090-07-00	$0.00	$0.00
13860	8	665-090-08-00	$0.00	$0.00
13860	9	665-090-09-00	$0.00	$0.00
13860	10	665-090-10-00	$0.00	$0.00
13860	11	665-090-11-00	$0.00	$0.00
13860	12	665-090-12-00	$0.00	$0.00
13860	13	665-090-13-00	$0.00	$0.00
13860	14	665-090-14-00	$0.00	$0.00
13860	15	665-090-15-00	$0.00	$0.00
13860	16	665-090-16-00	$0.00	$0.00
13860	17	665-090-17-00	$0.00	$0.00
13860	18	665-090-18-00	$0.00	$0.00
13860	19	665-090-19-00	$0.00	$0.00
13860	20	665-090-20-00	$0.00	$0.00
13860	21	665-090-21-00	$0.00	$0.00
13860	22	665-090-22-00	$0.00	$0.00
13860	23	665-090-23-00	$0.00	$0.00
13860	24	665-090-24-00	$0.00	$0.00
13860	25	665-090-25-00	$0.00	$0.00
13860	26	665-090-26-00	$0.00	$0.00
13860	27	665-090-27-00	$0.00	$0.00
13860	28	665-090-28-00	$0.00	$0.00
13860	29	665-090-29-00	$0.00	$0.00
13860	30	665-090-30-00	$0.00	$0.00
13860	31	665-090-31-00	$0.00	$0.00
13860	32	665-090-32-00	$0.00	$0.00
13860	33	665-090-33-00	$0.00	$0.00
13860	34	665-090-34-00	$0.00	$0.00
13860	35	665-090-35-00	$0.00	$0.00
13860	36	665-090-36-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13860	37	665-090-37-00	$0.00	$0.00
13860	38	665-090-38-00	$0.00	$0.00
13860	39	665-090-39-00	$0.00	$0.00
13860	40	665-090-40-00	$0.00	$0.00
13860	41	665-090-41-00	$0.00	$0.00
13860	42	665-090-42-00	$0.00	$0.00
13860	43	665-090-43-00	$0.00	$0.00
13860	44	665-090-44-00	$0.00	$0.00
13860	45	665-090-45-00	$0.00	$0.00
13860	46	665-090-46-00	$0.00	$0.00
13860	47	665-090-47-00	$0.00	$0.00
13860	48	665-090-48-00	$0.00	$0.00
13860	49	665-090-49-00	$0.00	$0.00
13860	50	665-090-50-00	$0.00	$0.00
13860	51	665-090-51-00	$0.00	$0.00
13860	52	665-090-52-00	$0.00	$0.00
13860	53	665-090-53-00	$0.00	$0.00
13860	54	665-090-54-00	$0.00	$0.00
13860	55	665-090-55-00	$0.00	$0.00

Total Parcels	**578**
Total Taxable Parcels	**1**
Total Maximum Annual Special Tax	**$1,118.65**
Total Assigned Special Tax	**$1,118.64**

CFD No. 2

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-10-01	$1,141.91	$1,141.90
14220	74	631-292-10-02	$1,141.91	$1,141.90
14220	74	631-292-10-03	$1,141.91	$1,141.90
14220	74	631-292-10-04	$1,141.91	$1,141.90
14220	74	631-292-10-05	$1,141.91	$1,141.90
14220	74	631-292-10-06	$1,141.91	$1,141.90
14220	74	631-292-10-07	$1,141.91	$1,141.90
14220	74	631-292-10-08	$1,141.91	$1,141.90
14220	74	631-292-10-09	$1,141.91	$1,141.90
14220	74	631-292-10-10	$1,141.91	$1,141.90
14220	74	631-292-10-11	$1,141.91	$1,141.90
14220	74	631-292-10-12	$1,141.91	$1,141.90
14220	74	631-292-10-13	$1,141.91	$1,141.90
14220	74	631-292-10-14	$1,141.91	$1,141.90
14220	74	631-292-10-15	$1,141.91	$1,141.90
14220	74	631-292-10-16	$1,141.91	$1,141.90
14220	74	631-292-10-17	$1,141.91	$1,141.90
14220	74	631-292-10-18	$1,141.91	$1,141.90
14220	74	631-292-10-19	$1,141.91	$1,141.90
14220	74	631-292-10-20	$1,141.91	$1,141.90
14220	74	631-292-10-21	$1,141.91	$1,141.90
14220	74	631-292-10-22	$1,141.91	$1,141.90
14220	74	631-292-10-23	$1,141.91	$1,141.90
14220	74	631-292-10-24	$1,141.91	$1,141.90
14220	74	631-292-10-25	$1,141.91	$1,141.90
14220	74	631-292-10-26	$1,141.91	$1,141.90
14220	74	631-292-10-27	$1,141.91	$1,141.90
14220	74	631-292-10-28	$1,141.91	$1,141.90
14220	74	631-292-11-01	$1,141.91	$1,141.90
14220	74	631-292-11-02	$1,141.91	$1,141.90
14220	74	631-292-11-03	$1,141.91	$1,141.90
14220	74	631-292-11-04	$1,141.91	$1,141.90
14220	74	631-292-11-05	$1,141.91	$1,141.90
14220	74	631-292-11-06	$1,141.91	$1,141.90
14220	74	631-292-11-07	$1,141.91	$1,141.90
14220	74	631-292-11-08	$1,141.91	$1,141.90
14220	74	631-292-11-09	$1,141.91	$1,141.90
14220	74	631-292-11-10	$1,141.91	$1,141.90
14220	74	631-292-11-11	$1,141.91	$1,141.90
14220	74	631-292-11-12	$1,141.91	$1,141.90
14220	74	631-292-11-13	$1,141.91	$1,141.90
14220	74	631-292-11-14	$1,141.91	$1,141.90
14220	74	631-292-11-15	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-11-16	$1,141.91	$1,141.90
14220	74	631-292-11-17	$1,141.91	$1,141.90
14220	74	631-292-11-18	$1,141.91	$1,141.90
14220	74	631-292-11-19	$1,141.91	$1,141.90
14220	74	631-292-11-20	$1,141.91	$1,141.90
14220	74	631-292-11-21	$1,141.91	$1,141.90
14220	74	631-292-11-22	$1,141.91	$1,141.90
14220	74	631-292-11-23	$1,141.91	$1,141.90
14220	74	631-292-11-24	$1,141.91	$1,141.90
14220	74	631-292-11-25	$1,141.91	$1,141.90
14220	74	631-292-11-26	$1,141.91	$1,141.90
14220	74	631-292-12-01	$1,141.91	$1,141.90
14220	74	631-292-12-02	$1,141.91	$1,141.90
14220	74	631-292-12-03	$1,141.91	$1,141.90
14220	74	631-292-12-04	$1,141.91	$1,141.90
14220	74	631-292-12-05	$1,141.91	$1,141.90
14220	74	631-292-12-06	$1,141.91	$1,141.90
14220	74	631-292-12-07	$1,141.91	$1,141.90
14220	74	631-292-12-08	$1,141.91	$1,141.90
14220	74	631-292-12-09	$1,141.91	$1,141.90
14220	74	631-292-12-10	$1,141.91	$1,141.90
14220	74	631-292-12-11	$1,141.91	$1,141.90
14220	74	631-292-12-12	$1,141.91	$1,141.90
14220	74	631-292-12-13	$1,141.91	$1,141.90
14220	74	631-292-12-14	$1,141.91	$1,141.90
14220	74	631-292-12-15	$1,141.91	$1,141.90
14220	74	631-292-12-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-06	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-06	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-14-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-15	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-23	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-06	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-15	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-23	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-15-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-06	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-15	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-23	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-27	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-28	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-29	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-30	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-31	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-32	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-33	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-34	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-06	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-18-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-15	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-23	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-27	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-28	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-29	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-30	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-31	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-32	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-33	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-34	$1,141.91	$1,141.90
19291	PAR 1	631-29-219-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-06	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-15	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-19-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-23	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-27	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-28	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-29	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-30	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-31	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-32	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-33	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-34	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-35	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-36	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-37	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-38	$1,141.91	$1,141.90
13730	1	638-300-01-00	$1,116.11	$1,116.10
13730	2	638-300-02-00	$1,116.11	$1,116.10
13730	3	638-300-03-00	$1,116.11	$1,116.10
13730	4	638-300-04-00	$1,116.11	$1,116.10
13730	5	638-300-05-00	$1,116.11	$1,116.10
13730	6	638-300-06-00	$1,116.11	$1,116.10
13730	7	638-300-07-00	$1,116.11	$1,116.10
13730	8	638-300-08-00	$1,116.11	$1,116.10
13730	9	638-300-09-00	$1,116.11	$1,116.10
13730	10	638-300-10-00	$1,116.11	$1,116.10
13730	11	638-300-11-00	$1,116.11	$1,116.10
13730	12	638-300-12-00	$1,116.11	$1,116.10
13730	13	638-300-13-00	$1,116.11	$1,116.10
13730	14	638-300-14-00	$1,116.11	$1,116.10
13730	15	638-300-15-00	$1,116.11	$1,116.10
13730	16	638-300-16-00	$1,116.11	$1,116.10
13730	17	638-300-17-00	$1,116.11	$1,116.10
13730	18	638-300-18-00	$1,116.11	$1,116.10
13730	36	638-300-19-00	$1,116.11	$1,116.10
13730	37	638-300-20-00	$1,116.11	$1,116.10

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	38	638-300-21-00	$1,116.11	$1,116.10
13730	39	638-300-22-00	$1,116.11	$1,116.10
13730	40	638-300-23-00	$1,116.11	$1,116.10
13730	41	638-300-24-00	$1,116.11	$1,116.10
13730	42	638-300-25-00	$1,116.11	$1,116.10
13730	43	638-300-26-00	$1,116.11	$1,116.10
13730	44	638-300-27-00	$1,116.11	$1,116.10
13730	45	638-300-28-00	$1,116.11	$1,116.10
13730	46	638-300-29-00	$1,116.11	$1,116.10
13730	54	638-300-30-00	$0.00	$0.00
13730	C	638-300-31-00	$0.00	$0.00
13730	19	638-301-01-00	$1,116.11	$1,116.10
13730	20	638-301-02-00	$1,116.11	$1,116.10
13730	21	638-301-03-00	$1,116.11	$1,116.10
13730	22	638-301-04-00	$1,116.11	$1,116.10
13730	23	638-301-05-00	$1,116.11	$1,116.10
13730	24	638-301-06-00	$1,116.11	$1,116.10
13730	25	638-301-07-00	$1,116.11	$1,116.10
13730	26	638-301-08-00	$1,116.11	$1,116.10
13730	27	638-301-09-00	$1,116.11	$1,116.10
13730	28	638-301-10-00	$1,116.11	$1,116.10
13730	29	638-301-11-00	$1,116.11	$1,116.10
13730	30	638-301-12-00	$1,117.62	$1,117.62
13730	31	638-301-13-00	$1,117.62	$1,117.62
13730	32	638-301-14-00	$1,117.62	$1,117.62
13730	33	638-301-15-00	$1,117.62	$1,117.62
13730	34	638-301-16-00	$1,117.62	$1,117.62
13730	35	638-301-17-00	$1,117.62	$1,117.62
13730	47	638-301-18-00	$1,116.11	$1,116.10
13730	48	638-301-19-00	$1,116.11	$1,116.10
13730	49	638-301-20-00	$1,116.11	$1,116.10
13730	50	638-301-21-00	$1,116.11	$1,116.10
13730	51	638-301-22-00	$1,118.74	$1,118.74
13730	52	638-301-23-00	$1,117.62	$1,117.62
13730	53	638-301-24-00	$1,117.62	$1,117.62
13730	A	638-301-25-00	$0.00	$0.00
13730	B	638-301-26-00	$0.00	$0.00
13730	D	638-301-27-00	$0.00	$0.00
13730	E	638-301-28-00	$0.00	$0.00
13730	F	638-301-29-00	$0.00	$0.00
14277	1	638-310-01-00	$1,118.74	$1,118.74
14277	2	638-310-02-00	$1,118.74	$1,118.74
14277	3	638-310-03-00	$1,118.74	$1,118.74

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14277	4	638-310-04-00	$1,118.74	$1,118.74
14277	5	638-310-05-00	$1,118.74	$1,118.74
14277	6	638-310-06-00	$1,118.74	$1,118.74
14277	7	638-310-07-00	$1,118.74	$1,118.74
14277	8	638-310-08-00	$1,118.74	$1,118.74
14277	9	638-310-09-00	$1,118.74	$1,118.74
14277	10	638-310-10-00	$1,118.74	$1,118.74
14277	11	638-310-11-00	$1,118.74	$1,118.74
14277	12	638-310-12-00	$1,118.74	$1,118.74
14277	13	638-310-13-00	$1,118.74	$1,118.74
14277	14	638-310-14-00	$1,118.74	$1,118.74
14277	15	638-310-15-00	$1,118.74	$1,118.74
14277	16	638-310-16-00	$1,118.74	$1,118.74
14277	17	638-310-17-00	$1,118.74	$1,118.74
14277	18	638-310-18-00	$1,118.74	$1,118.74
14277	19	638-310-19-00	$1,118.74	$1,118.74
14277	20	638-310-20-00	$1,118.74	$1,118.74
14277	23	638-310-23-00	$1,118.74	$1,118.74
14277	24	638-310-24-00	$1,118.74	$1,118.74
14277	25	638-310-25-00	$1,118.74	$1,118.74
14277	26	638-310-26-00	$1,118.74	$1,118.74
14277	27	638-310-27-00	$1,118.74	$1,118.74
14277	28	638-310-28-00	$1,118.74	$1,118.74
14277	29	638-310-29-00	$1,118.74	$1,118.74
14277	30	638-310-30-00	$1,118.74	$1,118.74
14277	31	638-310-31-00	$1,118.74	$1,118.74
14277	32	638-310-32-00	$1,118.74	$1,118.74
14277	33	638-310-33-00	$1,118.74	$1,118.74
14277	34	638-310-34-00	$1,118.74	$1,118.74
14277	35	638-310-35-00	$1,118.74	$1,118.74
14277	36	638-310-36-00	$1,118.74	$1,118.74
14277	37	638-310-37-00	$1,118.74	$1,118.74
14277	38	638-310-38-00	$1,118.74	$1,118.74
14277	39	638-310-39-00	$1,215.22	$1,215.20
14277	40	638-310-40-00	$1,118.74	$1,118.74
14277	41	638-310-41-00	$1,118.74	$1,118.74
14277	42	638-310-42-00	$1,118.74	$1,118.74
14277	43	638-310-43-00	$1,118.74	$1,118.74
14277	A	638-310-44-00	$0.00	$0.00
14277	PAR 1	638-310-45-00	$1,118.74	$1,118.74
14277	PAR 2	638-310-46-00	$1,118.74	$1,118.74
14460	1	638-320-01-00	$1,118.74	$1,118.74
14460	2	638-320-02-00	$1,118.74	$1,118.74

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	3	638-320-03-00	$1,118.74	$1,118.74
14460	4	638-320-04-00	$1,118.74	$1,118.74
14460	5	638-320-05-00	$1,118.74	$1,118.74
14460	6	638-320-06-00	$1,118.74	$1,118.74
14460	7	638-320-07-00	$1,118.74	$1,118.74
14460	8	638-320-08-00	$1,118.74	$1,118.74
14460	9	638-320-09-00	$1,118.74	$1,118.74
14460	10	638-320-10-00	$1,118.74	$1,118.74
14460	11	638-320-11-00	$1,118.74	$1,118.74
14460	12	638-320-12-00	$1,118.74	$1,118.74
14460	13	638-320-13-00	$1,118.74	$1,118.74
14460	14	638-320-14-00	$1,118.74	$1,118.74
14460	15	638-320-15-00	$1,141.91	$1,141.90
14460	16	638-320-16-00	$1,141.91	$1,141.90
14460	17	638-320-17-00	$1,141.91	$1,141.90
14460	18	638-320-18-00	$1,141.91	$1,141.90
14460	19	638-320-19-00	$1,141.91	$1,141.90
14460	20	638-320-20-00	$1,141.91	$1,141.90
14460	21	638-320-21-00	$1,141.91	$1,141.90
14460	22	638-320-22-00	$1,141.91	$1,141.90
14460	23	638-320-23-00	$1,141.91	$1,141.90
14460	24	638-320-24-00	$1,141.91	$1,141.90
14460	25	638-320-25-00	$1,141.91	$1,141.90
14460	26	638-320-26-00	$1,141.91	$1,141.90
14460	27	638-320-27-00	$1,141.91	$1,141.90
14460	28	638-320-28-00	$1,141.91	$1,141.90
14460	29	638-320-29-00	$1,141.91	$1,141.90
14460	30	638-320-30-00	$1,141.91	$1,141.90
14460	31	638-320-31-00	$1,141.91	$1,141.90
14460	82	638-320-32-00	$1,141.91	$1,141.90
14460	83	638-320-33-00	$1,141.91	$1,141.90
14460	84	638-320-34-00	$1,141.91	$1,141.90
14460	85	638-320-35-00	$1,141.91	$1,141.90
14460	86	638-320-36-00	$1,141.91	$1,141.90
14460	87	638-320-37-00	$1,141.91	$1,141.90
14460	88	638-320-38-00	$1,141.91	$1,141.90
14460	A	638-320-39-00	$0.00	$0.00
14460	B	638-320-40-00	$0.00	$0.00
14460	C	638-320-41-00	$0.00	$0.00
14460	32	638-321-01-00	$1,141.91	$1,141.90
14460	33	638-321-02-00	$1,141.91	$1,141.90
14460	34	638-321-03-00	$1,141.91	$1,141.90
14460	35	638-321-04-00	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	36	638-321-05-00	$1,141.91	$1,141.90
14460	37	638-321-06-00	$1,141.91	$1,141.90
14460	38	638-321-07-00	$1,141.91	$1,141.90
14460	39	638-321-08-00	$1,141.91	$1,141.90
14460	40	638-321-09-00	$1,141.91	$1,141.90
14460	41	638-321-10-00	$1,141.91	$1,141.90
14460	42	638-321-11-00	$1,141.91	$1,141.90
14460	43	638-321-12-00	$1,141.91	$1,141.90
14460	44	638-321-13-00	$1,141.91	$1,141.90
14460	45	638-321-14-00	$1,141.91	$1,141.90
14460	46	638-321-15-00	$1,141.91	$1,141.90
14460	47	638-321-16-00	$1,141.91	$1,141.90
14460	48	638-321-17-00	$1,141.91	$1,141.90
14460	49	638-321-18-00	$1,141.91	$1,141.90
14460	50	638-321-19-00	$1,141.91	$1,141.90
14460	51	638-321-20-00	$1,141.91	$1,141.90
14460	52	638-321-21-00	$1,141.91	$1,141.90
14460	53	638-321-22-00	$1,141.91	$1,141.90
14460	54	638-321-23-00	$1,141.91	$1,141.90
14460	55	638-321-24-00	$1,141.91	$1,141.90
14460	56	638-321-25-00	$1,141.91	$1,141.90
14460	57	638-321-26-00	$1,141.91	$1,141.90
14460	58	638-321-27-00	$1,141.91	$1,141.90
14460	59	638-321-28-00	$1,141.91	$1,141.90
14460	60	638-321-29-00	$1,141.91	$1,141.90
14460	61	638-321-30-00	$1,141.91	$1,141.90
14460	62	638-321-31-00	$1,141.91	$1,141.90
14460	63	638-321-32-00	$1,141.91	$1,141.90
14460	64	638-321-33-00	$1,141.91	$1,141.90
14460	65	638-321-34-00	$1,141.91	$1,141.90
14460	66	638-321-35-00	$1,141.91	$1,141.90
14460	67	638-321-36-00	$1,141.91	$1,141.90
14460	68	638-321-37-00	$1,141.91	$1,141.90
14460	69	638-321-38-00	$1,141.91	$1,141.90
14460	70	638-321-39-00	$1,141.91	$1,141.90
14460	71	638-321-40-00	$1,141.91	$1,141.90
14460	72	638-321-41-00	$1,141.91	$1,141.90
14460	73	638-321-42-00	$1,141.91	$1,141.90
14460	74	638-321-43-00	$1,141.91	$1,141.90
14460	75	638-321-44-00	$1,141.91	$1,141.90
14460	76	638-321-45-00	$1,141.91	$1,141.90
14460	77	638-321-46-00	$1,141.91	$1,141.90
14460	78	638-321-47-00	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	79	638-321-48-00	$1,141.91	$1,141.90
14460	80	638-321-49-00	$1,141.91	$1,141.90
14460	81	638-321-50-00	$1,141.91	$1,141.90
14460	D	638-321-51-00	$0.00	$0.00
14460	E	638-321-52-00	$0.00	$0.00
14775	A	645-042-01-00	$0.00	$0.00
14775	L	645-042-02-00	$0.00	$0.00
14775	M	645-042-03-00	$0.00	$0.00
14775	O	645-042-04-00	$0.00	$0.00
14775	P	645-042-05-00	$0.00	$0.00
14775	V	645-042-07-00	$0.00	$0.00
14775	X	645-042-08-00	$0.00	$0.00
14775	Y	645-042-09-00	$0.00	$0.00
14775	Z	645-042-10-00	$0.00	$0.00
14519	1	645-320-01-00	$1,215.22	$1,215.20
14519	2	645-320-02-00	$1,215.22	$1,215.20
14519	3	645-320-03-00	$1,215.22	$1,215.20
14519	4	645-320-04-00	$1,215.22	$1,215.20
14519	5	645-320-05-00	$1,215.22	$1,215.20
14519	6	645-320-06-00	$1,215.22	$1,215.20
14519	7	645-320-07-00	$1,215.22	$1,215.20
14519	8	645-320-08-00	$1,215.22	$1,215.20
14519	9	645-320-09-00	$1,215.22	$1,215.20
14519	10	645-320-10-00	$1,215.22	$1,215.20
14519	11	645-320-11-00	$1,215.22	$1,215.20
14519	12	645-320-12-00	$1,215.22	$1,215.20
14519	13	645-320-13-00	$1,215.22	$1,215.20
14519	14	645-320-14-00	$1,215.22	$1,215.20
14519	15	645-320-15-00	$1,215.22	$1,215.20
14519	16	645-320-16-00	$1,215.22	$1,215.20
14519	17	645-320-17-00	$1,215.22	$1,215.20
14519	18	645-320-18-00	$1,215.22	$1,215.20
14519	19	645-320-19-00	$1,215.22	$1,215.20
14519	20	645-320-20-00	$1,215.22	$1,215.20
14519	21	645-320-21-00	$1,215.22	$1,215.20
14519	22	645-320-22-00	$1,215.22	$1,215.20
14519	23	645-320-23-00	$1,215.22	$1,215.20
14519	24	645-320-24-00	$1,215.22	$1,215.20
14519	25	645-320-25-00	$1,215.22	$1,215.20
14519	26	645-320-26-00	$1,215.22	$1,215.20
14519	27	645-320-27-00	$1,141.91	$1,141.90
14519	28	645-320-28-00	$1,141.91	$1,141.90
14519	29	645-320-29-00	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	30	645-320-30-00	$1,141.91	$1,141.90
14519	31	645-320-31-00	$1,141.91	$1,141.90
14519	32	645-320-32-00	$1,141.91	$1,141.90
14519	33	645-320-33-00	$1,141.91	$1,141.90
14519	34	645-320-34-00	$1,141.91	$1,141.90
14519	35	645-320-35-00	$1,141.91	$1,141.90
14519	36	645-320-36-00	$1,141.91	$1,141.90
14519	37	645-320-37-00	$1,141.91	$1,141.90
14519	38	645-320-38-00	$1,141.91	$1,141.90
14519	39	645-320-39-00	$1,141.91	$1,141.90
14519	40	645-320-40-00	$1,141.91	$1,141.90
14519	41	645-320-41-00	$1,141.91	$1,141.90
14519	42	645-320-42-00	$1,141.91	$1,141.90
14519	43	645-320-43-00	$1,141.91	$1,141.90
14519	44	645-320-44-00	$1,141.91	$1,141.90
14519	45	645-320-45-00	$1,141.91	$1,141.90
14519	46	645-320-46-00	$1,141.91	$1,141.90
14519	47	645-320-47-00	$1,141.91	$1,141.90
14519	48	645-320-48-00	$1,141.91	$1,141.90
14519	49	645-320-49-00	$1,141.91	$1,141.90
14519	50	645-320-50-00	$1,141.91	$1,141.90
14519	51	645-320-51-00	$1,141.91	$1,141.90
14519	52	645-320-52-00	$1,141.91	$1,141.90
14519	53	645-320-53-00	$1,141.91	$1,141.90
14519	54	645-320-54-00	$1,141.91	$1,141.90
14519	55	645-320-55-00	$1,141.91	$1,141.90
14519	56	645-320-56-00	$1,141.91	$1,141.90
14519	57	645-320-57-00	$1,141.91	$1,141.90
14519	58	645-320-58-00	$1,141.91	$1,141.90
14519	59	645-320-59-00	$1,141.91	$1,141.90
14519	60	645-320-60-00	$1,141.91	$1,141.90
14519	61	645-320-61-00	$1,141.91	$1,141.90
14519	62	645-320-62-00	$1,215.22	$1,215.20
14519	63	645-320-63-00	$1,215.22	$1,215.20
14519	64	645-320-64-00	$1,215.22	$1,215.20
14519	65	645-320-65-00	$1,215.22	$1,215.20
14519	66	645-320-66-00	$1,215.22	$1,215.20
14519	67	645-320-67-00	$1,215.22	$1,215.20
14519	68	645-320-68-00	$1,215.22	$1,215.20
14519	69	645-320-69-00	$1,215.22	$1,215.20
14519	70	645-320-70-00	$1,215.22	$1,215.20
14519	A	645-320-71-00	$0.00	$0.00
14519	B	645-320-72-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	C	645-320-73-00	$0.00	$0.00
14671	1	645-330-01-00	$1,215.22	$1,215.20
14671	2	645-330-02-00	$1,141.91	$1,141.90
14671	3	645-330-03-00	$1,141.91	$1,141.90
14671	4	645-330-04-00	$1,141.91	$1,141.90
14671	5	645-330-05-00	$1,141.91	$1,141.90
14671	6	645-330-06-00	$1,141.91	$1,141.90
14671	7	645-330-07-00	$1,141.91	$1,141.90
14671	8	645-330-08-00	$1,141.91	$1,141.90
14671	9	645-330-09-00	$1,141.91	$1,141.90
14671	10	645-330-10-00	$1,141.91	$1,141.90
14671	11	645-330-11-00	$1,141.91	$1,141.90
14671	12	645-330-12-00	$1,141.91	$1,141.90
14671	13	645-330-13-00	$1,141.91	$1,141.90
14671	14	645-330-14-00	$1,141.91	$1,141.90
14671	15	645-330-15-00	$1,141.91	$1,141.90
14671	16	645-330-16-00	$1,141.91	$1,141.90
14671	17	645-330-17-00	$1,141.91	$1,141.90
14671	18	645-330-18-00	$1,141.91	$1,141.90
14671	19	645-330-19-00	$1,141.91	$1,141.90
14671	20	645-330-20-00	$1,141.91	$1,141.90
14671	21	645-330-21-00	$1,141.91	$1,141.90
14671	22	645-330-22-00	$1,141.91	$1,141.90
14671	23	645-330-23-00	$1,141.91	$1,141.90
14671	24	645-330-24-00	$1,141.91	$1,141.90
14671	25	645-330-25-00	$1,141.91	$1,141.90
14671	26	645-330-26-00	$1,141.91	$1,141.90
14671	27	645-330-27-00	$1,141.91	$1,141.90
14671	28	645-330-28-00	$1,141.91	$1,141.90
14671	29	645-330-29-00	$1,141.91	$1,141.90
14671	30	645-330-30-00	$1,141.91	$1,141.90
14671	31	645-330-31-00	$1,141.91	$1,141.90
14671	32	645-330-32-00	$1,141.91	$1,141.90
14671	33	645-330-33-00	$1,141.91	$1,141.90
14671	34	645-330-34-00	$1,141.91	$1,141.90
14671	35	645-330-35-00	$1,141.91	$1,141.90
14671	36	645-330-36-00	$1,141.91	$1,141.90
14671	37	645-330-37-00	$1,141.91	$1,141.90
14671	38	645-330-38-00	$1,141.91	$1,141.90
14671	39	645-330-39-00	$1,141.91	$1,141.90
14671	40	645-330-40-00	$1,141.91	$1,141.90
14671	41	645-330-41-00	$1,141.91	$1,141.90
14671	42	645-330-42-00	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14671	43	645-330-43-00	$1,141.91	$1,141.90
14671	44	645-330-44-00	$1,141.91	$1,141.90
14671	45	645-330-45-00	$1,141.91	$1,141.90
14671	46	645-330-46-00	$1,141.91	$1,141.90
14671	47	645-330-47-00	$1,141.91	$1,141.90
14671	48	645-330-48-00	$1,141.91	$1,141.90
14671	49	645-330-49-00	$1,141.91	$1,141.90
14671	50	645-330-50-00	$1,141.91	$1,141.90
14671	51	645-330-51-00	$1,141.91	$1,141.90
14671	52	645-330-52-00	$1,141.91	$1,141.90
14671	53	645-330-53-00	$1,141.91	$1,141.90
14671	54	645-330-54-00	$1,141.91	$1,141.90
14671	55	645-330-55-00	$1,141.91	$1,141.90
14671	56	645-330-56-00	$1,141.91	$1,141.90
14671	57	645-330-57-00	$1,141.91	$1,141.90
14671	58	645-330-58-00	$1,141.91	$1,141.90
14671	59	645-330-59-00	$1,141.91	$1,141.90
14671	A	645-330-60-00	$0.00	$0.00
14755	1	645-350-01-00	$1,215.22	$1,215.20
14755	2	645-350-02-00	$1,215.22	$1,215.20
14755	3	645-350-03-00	$1,215.22	$1,215.20
14755	4	645-350-04-00	$1,215.22	$1,215.20
14755	5	645-350-05-00	$1,215.22	$1,215.20
14755	6	645-350-06-00	$1,215.22	$1,215.20
14755	7	645-350-07-00	$1,215.22	$1,215.20
14755	8	645-350-08-00	$1,215.22	$1,215.20
14755	9	645-350-09-00	$1,215.22	$1,215.20
14755	10	645-350-10-00	$1,215.22	$1,215.20
14755	11	645-350-11-00	$1,215.22	$1,215.20
14755	12	645-350-12-00	$1,215.22	$1,215.20
14755	13	645-350-13-00	$1,215.22	$1,215.20
14755	14	645-350-14-00	$1,215.22	$1,215.20
14755	15	645-350-15-00	$1,215.22	$1,215.20
14755	16	645-350-16-00	$1,215.22	$1,215.20
14755	17	645-350-17-00	$1,215.22	$1,215.20
14755	18	645-350-18-00	$1,215.22	$1,215.20
14755	19	645-350-19-00	$1,215.22	$1,215.20
14755	20	645-350-20-00	$1,215.22	$1,215.20
14755	21	645-350-21-00	$1,215.22	$1,215.20
14755	22	645-350-22-00	$1,215.22	$1,215.20
14755	23	645-350-23-00	$1,215.22	$1,215.20
14755	24	645-350-24-00	$1,215.22	$1,215.20
14755	25	645-350-25-00	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	26	645-350-26-00	$1,215.22	$1,215.20
14755	27	645-350-27-00	$1,215.22	$1,215.20
14755	28	645-350-28-00	$1,215.22	$1,215.20
14755	29	645-350-29-00	$1,215.22	$1,215.20
14755	30	645-350-30-00	$1,215.22	$1,215.20
14755	31	645-350-31-00	$1,215.22	$1,215.20
14755	32	645-350-32-00	$1,215.22	$1,215.20
14755	33	645-350-33-00	$1,215.22	$1,215.20
14755	34	645-350-34-00	$1,215.22	$1,215.20
14755	35	645-350-35-00	$1,215.22	$1,215.20
14755	36	645-350-36-00	$1,215.22	$1,215.20
14755	37	645-350-37-00	$1,215.22	$1,215.20
14755	38	645-350-38-00	$1,215.22	$1,215.20
14755	39	645-350-39-00	$1,215.22	$1,215.20
14755	40	645-350-40-00	$1,215.22	$1,215.20
14755	41	645-350-41-00	$1,215.22	$1,215.20
14755	42	645-350-42-00	$1,215.22	$1,215.20
14755	43	645-350-43-00	$1,215.22	$1,215.20
14755	44	645-350-44-00	$1,215.22	$1,215.20
14755	45	645-350-45-00	$1,215.22	$1,215.20
14755	46	645-350-46-00	$1,215.22	$1,215.20
14755	47	645-350-47-00	$1,215.22	$1,215.20
14755	48	645-350-48-00	$1,215.22	$1,215.20
14755	49	645-350-49-00	$1,215.22	$1,215.20
14755	50	645-350-50-00	$1,215.22	$1,215.20
14755	51	645-350-51-00	$1,215.22	$1,215.20
14755	52	645-350-52-00	$1,215.22	$1,215.20
14755	53	645-350-53-00	$1,215.22	$1,215.20
14755	54	645-350-54-00	$1,215.22	$1,215.20
14755	55	645-350-55-00	$1,215.22	$1,215.20
14755	56	645-350-56-00	$1,215.22	$1,215.20
14755	57	645-350-57-00	$1,215.22	$1,215.20
14755	58	645-350-58-00	$1,215.22	$1,215.20
14755	59	645-350-59-00	$1,215.22	$1,215.20
14755	60	645-350-60-00	$1,215.22	$1,215.20
14755	61	645-350-61-00	$1,215.22	$1,215.20
14755	62	645-350-62-00	$1,215.22	$1,215.20
14755	63	645-350-63-00	$1,215.22	$1,215.20
14755	64	645-350-64-00	$1,215.22	$1,215.20
14755	B	645-350-65-00	$0.00	$0.00
14755	C	645-350-66-00	$0.00	$0.00
14755	D	645-350-67-00	$0.00	$0.00
14755	E	645-350-68-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	65	645-351-01-00	$1,215.22	$1,215.20
14755	66	645-351-02-00	$1,215.22	$1,215.20
14755	67	645-351-03-00	$1,215.22	$1,215.20
14755	68	645-351-04-00	$1,215.22	$1,215.20
14755	69	645-351-05-00	$1,215.22	$1,215.20
14755	70	645-351-06-00	$1,215.22	$1,215.20
14755	71	645-351-07-00	$1,215.22	$1,215.20
14755	72	645-351-08-00	$1,215.22	$1,215.20
14755	73	645-351-09-00	$1,215.22	$1,215.20
14755	74	645-351-10-00	$1,215.22	$1,215.20
14755	75	645-351-11-00	$1,215.22	$1,215.20
14755	76	645-351-12-00	$1,215.22	$1,215.20
14755	77	645-351-13-00	$1,215.22	$1,215.20
14755	78	645-351-14-00	$1,215.22	$1,215.20
14755	79	645-351-15-00	$1,215.22	$1,215.20
14755	80	645-351-16-00	$1,215.22	$1,215.20
14755	81	645-351-17-00	$1,215.22	$1,215.20
14755	82	645-351-18-00	$1,215.22	$1,215.20
14755	83	645-351-19-00	$1,215.22	$1,215.20
14755	84	645-351-20-00	$1,215.22	$1,215.20
14755	85	645-351-21-00	$1,215.22	$1,215.20
14755	86	645-351-22-00	$1,215.22	$1,215.20
14755	123	645-351-23-00	$1,215.22	$1,215.20
14755	124	645-351-24-00	$1,215.22	$1,215.20
14755	125	645-351-25-00	$1,215.22	$1,215.20
14755	126	645-351-26-00	$1,215.22	$1,215.20
14755	127	645-351-27-00	$1,215.22	$1,215.20
14755	128	645-351-28-00	$1,215.22	$1,215.20
14755	129	645-351-29-00	$1,215.22	$1,215.20
14755	F	645-351-30-00	$0.00	$0.00
14755	G	645-351-31-00	$0.00	$0.00
14755	H	645-351-32-00	$0.00	$0.00
14755	I	645-351-33-00	$0.00	$0.00
14755	J	645-351-34-00	$0.00	$0.00
14755	Q	645-351-35-00	$0.00	$0.00
14755	R	645-351-36-00	$0.00	$0.00
14755	S	645-351-37-00	$0.00	$0.00
14755	W	645-351-38-00	$0.00	$0.00
14755	87	645-352-01-00	$1,215.22	$1,215.20
14755	88	645-352-02-00	$1,215.22	$1,215.20
14755	89	645-352-03-00	$1,215.22	$1,215.20
14755	90	645-352-04-00	$1,215.22	$1,215.20
14755	91	645-352-05-00	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	92	645-352-06-00	$1,215.22	$1,215.20
14755	93	645-352-07-00	$1,215.22	$1,215.20
14755	94	645-352-08-00	$1,215.22	$1,215.20
14755	95	645-352-09-00	$1,215.22	$1,215.20
14755	96	645-352-10-00	$1,215.22	$1,215.20
14755	97	645-352-11-00	$1,215.22	$1,215.20
14755	98	645-352-12-00	$1,215.22	$1,215.20
14755	99	645-352-13-00	$1,215.22	$1,215.20
14755	100	645-352-14-00	$1,215.22	$1,215.20
14755	101	645-352-15-00	$1,215.22	$1,215.20
14755	102	645-352-16-00	$1,215.22	$1,215.20
14755	103	645-352-17-00	$1,215.22	$1,215.20
14755	104	645-352-18-00	$1,215.22	$1,215.20
14755	105	645-352-19-00	$1,215.22	$1,215.20
14755	106	645-352-20-00	$1,215.22	$1,215.20
14755	107	645-352-21-00	$1,215.22	$1,215.20
14755	108	645-352-22-00	$1,215.22	$1,215.20
14755	109	645-352-23-00	$1,215.22	$1,215.20
14755	110	645-352-24-00	$1,215.22	$1,215.20
14755	111	645-352-25-00	$1,215.22	$1,215.20
14755	112	645-352-26-00	$1,215.22	$1,215.20
14755	113	645-352-27-00	$1,215.22	$1,215.20
14755	114	645-352-28-00	$1,215.22	$1,215.20
14755	115	645-352-29-00	$1,215.22	$1,215.20
14755	116	645-352-30-00	$1,215.22	$1,215.20
14755	117	645-352-31-00	$1,215.22	$1,215.20
14755	118	645-352-32-00	$1,215.22	$1,215.20
14755	119	645-352-33-00	$1,215.22	$1,215.20
14755	120	645-352-34-00	$1,215.22	$1,215.20
14755	121	645-352-35-00	$1,215.22	$1,215.20
14755	122	645-352-36-00	$1,215.22	$1,215.20
14755	130	645-352-37-00	$1,215.22	$1,215.20
14755	131	645-352-38-00	$1,215.22	$1,215.20
14755	132	645-352-39-00	$1,215.22	$1,215.20
14755	133	645-352-40-00	$1,215.22	$1,215.20
14755	134	645-352-41-00	$1,215.22	$1,215.20
14755	135	645-352-42-00	$1,215.22	$1,215.20
14755	136	645-352-43-00	$1,215.22	$1,215.20
14755	137	645-352-44-00	$1,215.22	$1,215.20
14755	138	645-352-45-00	$1,215.22	$1,215.20
14755	139	645-352-46-00	$1,215.22	$1,215.20
14755	140	645-352-47-00	$1,215.22	$1,215.20
14755	141	645-352-48-00	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	142	645-352-49-00	$1,215.22	$1,215.20
14755	143	645-352-50-00	$1,215.22	$1,215.20
14755	144	645-352-51-00	$1,215.22	$1,215.20
14755	145	645-352-52-00	$1,215.22	$1,215.20
14755	146	645-352-53-00	$1,215.22	$1,215.20
14755	147	645-352-54-00	$0.00	$0.00
14755	K	645-352-55-00	$0.00	$0.00
14755	N	645-352-56-00	$0.00	$0.00
14755	T	645-352-57-00	$0.00	$0.00
14843	A	645-360-02-00	$0.00	$0.00
18483	E	645-360-03-00	$0.00	$0.00
14843	1	645-360-04-01	$1,215.22	$1,215.20
14843	1	645-360-04-02	$1,215.22	$1,215.20
14843	1	645-360-04-03	$1,215.22	$1,215.20
14843	1	645-360-04-04	$1,215.22	$1,215.20
14843	1	645-360-04-05	$1,215.22	$1,215.20
14843	1	645-360-04-06	$1,215.22	$1,215.20
14843	1	645-360-04-07	$1,215.22	$1,215.20
14843	1	645-360-04-08	$1,215.22	$1,215.20
14843	1	645-360-04-09	$1,215.22	$1,215.20
14843	1	645-360-04-10	$1,215.22	$1,215.20
14843	1	645-360-05-01	$1,215.22	$1,215.20
14843	1	645-360-05-02	$1,215.22	$1,215.20
14843	1	645-360-05-03	$1,215.22	$1,215.20
14843	1	645-360-05-04	$1,215.22	$1,215.20
14843	1	645-360-05-05	$1,215.22	$1,215.20
14843	1	645-360-05-06	$1,215.22	$1,215.20
14843	1	645-360-05-07	$1,215.22	$1,215.20
14843	1	645-360-05-08	$1,215.22	$1,215.20
14843	1	645-360-05-09	$1,215.22	$1,215.20
14843	1	645-360-05-10	$1,215.22	$1,215.20
14843	1	645-360-05-11	$1,215.22	$1,215.20
14843	1	645-360-05-12	$1,215.22	$1,215.20
14843	1	645-360-05-13	$1,215.22	$1,215.20
14843	1	645-360-05-14	$1,215.22	$1,215.20
14843	1	645-360-05-15	$1,215.22	$1,215.20
14843	1	645-360-05-16	$1,215.22	$1,215.20
14843	1	645-360-05-17	$1,215.22	$1,215.20
14843	1	645-360-05-18	$1,215.22	$1,215.20
14843	1	645-360-05-19	$1,215.22	$1,215.20
14843	1	645-360-05-20	$1,215.22	$1,215.20
14843	1	645-360-05-21	$1,215.22	$1,215.20
14843	1	645-360-05-22	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-05-23	$1,215.22	$1,215.20
14843	1	645-360-05-24	$1,215.22	$1,215.20
14843	1	645-360-05-25	$1,215.22	$1,215.20
14843	1	645-360-06-01	$1,215.22	$1,215.20
14843	1	645-360-06-02	$1,215.22	$1,215.20
14843	1	645-360-06-03	$1,215.22	$1,215.20
14843	1	645-360-06-04	$1,215.22	$1,215.20
14843	1	645-360-06-05	$1,215.22	$1,215.20
14843	1	645-360-06-06	$1,215.22	$1,215.20
14843	1	645-360-06-07	$1,215.22	$1,215.20
14843	1	645-360-06-08	$1,215.22	$1,215.20
14843	1	645-360-06-09	$1,215.22	$1,215.20
14843	1	645-360-06-10	$1,215.22	$1,215.20
14843	1	645-360-06-11	$1,215.22	$1,215.20
14843	1	645-360-06-12	$1,215.22	$1,215.20
14843	1	645-360-06-13	$1,215.22	$1,215.20
14843	1	645-360-06-14	$1,215.22	$1,215.20
14843	1	645-360-06-15	$1,215.22	$1,215.20
14843	1	645-360-07-01	$1,215.22	$1,215.20
14843	1	645-360-07-02	$1,215.22	$1,215.20
14843	1	645-360-07-03	$1,215.22	$1,215.20
14843	1	645-360-07-04	$1,215.22	$1,215.20
14843	1	645-360-07-05	$1,215.22	$1,215.20
14843	1	645-360-07-06	$1,215.22	$1,215.20
14843	1	645-360-07-07	$1,215.22	$1,215.20
14843	1	645-360-07-08	$1,215.22	$1,215.20
14843	1	645-360-07-09	$1,215.22	$1,215.20
14843	1	645-360-07-10	$1,215.22	$1,215.20
14843	NA	645-360-08-00	$0.00	$0.00
14843	B	645-361-02-00	$0.00	$0.00
14843	C	645-361-03-00	$0.00	$0.00
14843	D	645-361-04-00	$0.00	$0.00
14843	1	645-361-05-01	$1,215.22	$1,215.20
14843	1	645-361-05-02	$1,215.22	$1,215.20
14843	1	645-361-05-03	$1,215.22	$1,215.20
14843	1	645-361-05-04	$1,215.22	$1,215.20
14843	1	645-361-05-05	$1,215.22	$1,215.20
14843	1	645-361-05-06	$1,215.22	$1,215.20
14843	1	645-361-05-07	$1,215.22	$1,215.20
14843	1	645-361-05-08	$1,215.22	$1,215.20
14843	1	645-361-05-09	$1,215.22	$1,215.20
14843	1	645-361-05-10	$1,215.22	$1,215.20
14843	1	645-361-05-11	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-05-12	$1,215.22	$1,215.20
14843	1	645-361-05-13	$1,215.22	$1,215.20
14843	1	645-361-05-14	$1,215.22	$1,215.20
14843	1	645-361-05-15	$1,215.22	$1,215.20
14843	1	645-361-05-16	$1,215.22	$1,215.20
14843	1	645-361-05-17	$1,215.22	$1,215.20
14843	1	645-361-05-18	$1,215.22	$1,215.20
14843	1	645-361-05-19	$1,215.22	$1,215.20
14843	1	645-361-05-20	$1,215.22	$1,215.20
14843	1	645-361-05-21	$1,215.22	$1,215.20
14843	1	645-361-05-22	$1,215.22	$1,215.20
14843	1	645-361-05-23	$1,215.22	$1,215.20
14843	1	645-361-05-24	$1,215.22	$1,215.20
14843	1	645-361-05-25	$1,215.22	$1,215.20
14843	1	645-361-05-26	$1,215.22	$1,215.20
14843	1	645-361-05-27	$1,215.22	$1,215.20
14843	1	645-361-05-28	$1,215.22	$1,215.20
14843	1	645-361-05-29	$1,215.22	$1,215.20
14843	1	645-361-05-30	$1,215.22	$1,215.20
14843	1	645-361-06-01	$1,215.22	$1,215.20
14843	1	645-361-06-02	$1,215.22	$1,215.20
14843	1	645-361-06-03	$1,215.22	$1,215.20
14843	1	645-361-06-04	$1,215.22	$1,215.20
14843	1	645-361-06-05	$1,215.22	$1,215.20
14843	1	645-361-06-06	$1,215.22	$1,215.20
14843	1	645-361-06-07	$1,215.22	$1,215.20
14843	1	645-361-06-08	$1,215.22	$1,215.20
14843	1	645-361-06-09	$1,215.22	$1,215.20
14843	1	645-361-06-10	$1,215.22	$1,215.20
14843	1	645-361-06-11	$1,215.22	$1,215.20
14843	1	645-361-06-12	$1,215.22	$1,215.20
14843	1	645-361-06-13	$1,215.22	$1,215.20
14843	1	645-361-06-14	$1,215.22	$1,215.20
14843	1	645-361-06-15	$1,215.22	$1,215.20
14843	1	645-361-06-16	$1,215.22	$1,215.20
14843	1	645-361-06-17	$1,215.22	$1,215.20
14843	1	645-361-06-18	$1,215.22	$1,215.20
14843	1	645-361-06-19	$1,215.22	$1,215.20
14843	1	645-361-06-20	$1,215.22	$1,215.20
14843	1	645-361-07-01	$1,215.22	$1,215.20
14843	1	645-361-07-02	$1,215.22	$1,215.20
14843	1	645-361-07-03	$1,215.22	$1,215.20
14843	1	645-361-07-04	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-07-05	$1,215.22	$1,215.20
14843	1	645-361-07-06	$1,215.22	$1,215.20
14843	1	645-361-07-07	$1,215.22	$1,215.20
14843	1	645-361-07-08	$1,215.22	$1,215.20
14843	1	645-361-07-09	$1,215.22	$1,215.20
14843	1	645-361-07-10	$1,215.22	$1,215.20
14843	1	645-361-07-11	$1,215.22	$1,215.20
14843	1	645-361-07-12	$1,215.22	$1,215.20
14843	1	645-361-07-13	$1,215.22	$1,215.20
14843	1	645-361-07-14	$1,215.22	$1,215.20
14843	1	645-361-07-15	$1,215.22	$1,215.20
14843	1	645-361-07-16	$1,215.22	$1,215.20
14843	1	645-361-07-17	$1,215.22	$1,215.20
14843	1	645-361-07-18	$1,215.22	$1,215.20
14843	1	645-361-07-19	$1,215.22	$1,215.20
14843	1	645-361-07-20	$1,215.22	$1,215.20
14843	1	645-361-07-21	$1,215.22	$1,215.20
14843	1	645-361-07-22	$1,215.22	$1,215.20
14843	1	645-361-07-23	$1,215.22	$1,215.20
14843	1	645-361-07-24	$1,215.22	$1,215.20
14843	1	645-361-07-25	$1,215.22	$1,215.20
14843	1	645-361-08-01	$1,215.22	$1,215.20
14843	1	645-361-08-02	$1,215.22	$1,215.20
14843	1	645-361-08-03	$1,215.22	$1,215.20
14843	1	645-361-08-04	$1,215.22	$1,215.20
14843	1	645-361-08-05	$1,215.22	$1,215.20
14843	1	645-361-08-06	$1,215.22	$1,215.20
14843	1	645-361-08-07	$1,215.22	$1,215.20
14843	1	645-361-08-08	$1,215.22	$1,215.20
14843	1	645-361-08-09	$1,215.22	$1,215.20
14843	1	645-361-08-10	$1,215.22	$1,215.20
14843	1	645-361-08-11	$1,215.22	$1,215.20
14843	1	645-361-08-12	$1,215.22	$1,215.20
14843	1	645-361-08-13	$1,215.22	$1,215.20
14843	1	645-361-08-14	$1,215.22	$1,215.20
14843	1	645-361-08-15	$1,215.22	$1,215.20
14843	1	645-361-08-16	$1,215.22	$1,215.20
14843	1	645-361-08-17	$1,215.22	$1,215.20
14843	1	645-361-08-18	$1,215.22	$1,215.20
14843	1	645-361-08-19	$1,215.22	$1,215.20
14843	1	645-361-08-20	$1,215.22	$1,215.20
14843	1	645-361-08-21	$1,215.22	$1,215.20
14843	1	645-361-08-22	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-08-23	$1,215.22	$1,215.20
14843	1	645-361-08-24	$1,215.22	$1,215.20
14843	1	645-361-08-25	$1,215.22	$1,215.20
14843	1	645-361-08-26	$1,215.22	$1,215.20
14843	1	645-361-08-27	$1,215.22	$1,215.20
14843	1	645-361-08-28	$1,215.22	$1,215.20
14843	1	645-361-08-29	$1,215.22	$1,215.20
14843	1	645-361-08-30	$1,215.22	$1,215.20
14843	1	645-361-09-01	$1,215.22	$1,215.20
14843	1	645-361-09-02	$1,215.22	$1,215.20
14843	1	645-361-09-03	$1,215.22	$1,215.20
14843	1	645-361-09-04	$1,215.22	$1,215.20
14843	1	645-361-09-05	$1,215.22	$1,215.20
14843	1	645-361-09-06	$1,215.22	$1,215.20
14843	1	645-361-09-07	$1,215.22	$1,215.20
14843	1	645-361-09-08	$1,215.22	$1,215.20
14843	1	645-361-09-09	$1,215.22	$1,215.20
14843	1	645-361-09-10	$1,215.22	$1,215.20
14843	1	645-361-09-11	$1,215.22	$1,215.20
14843	1	645-361-09-12	$1,215.22	$1,215.20
14843	1	645-361-09-13	$1,215.22	$1,215.20
14843	1	645-361-09-14	$1,215.22	$1,215.20
14843	1	645-361-09-15	$1,215.22	$1,215.20
14843	NA	645-361-10-00	$0.00	$0.00
14843	NA	645-361-11-00	$0.00	$0.00

Total Parcels	**928**
Total Taxable Parcels	**877**
Total Maximum Annual Special Tax	**$1,025,413.16**
Total Assigned Special Tax	**$1,025,404.64**

CFD No. 3

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
N/A	N/A	645-040-55-00	$0.00	$0.00
N/A	N/A	645-040-57-00	$43,559.74	$0.00
13530	F	645-110-28-00	$0.00	$0.00
13530	B	645-112-30-00	$0.00	$0.00
13530	D	645-112-31-00	$0.00	$0.00
13530	127	645-113-04-00	$0.00	$0.00
13530	A	645-113-05-00	$0.00	$0.00
13530	A	645-113-06-00	$0.00	$0.00
13530	C	645-113-07-00	$0.00	$0.00
13614	6	645-12-00-600	$1,350.55	$1,350.54
13614	5	645-120-05-00	$1,350.55	$1,350.54
13614	7	645-120-07-00	$1,350.55	$1,350.54
13614	4	645-120-04-00	$1,350.55	$1,350.54
13614	8	645-120-08-00	$1,002.45	$1,002.44
13614	3	645-120-03-00	$1,350.55	$1,350.54
13614	9	645-120-09-00	$1,239.91	$1,239.90
13614	2	645-120-02-00	$1,091.93	$1,091.92
13614	10	645-120-10-00	$1,239.91	$1,239.90
13614	11	645-120-11-00	$1,239.91	$1,239.90
13614	1	645-120-01-00	$1,350.55	$1,350.54
13614	12	645-120-12-00	$1,091.93	$1,091.92
13610	32	645-140-32-00	$968.56	$968.56
13610	33	645-140-33-00	$968.56	$968.56
13610	13	645-140-13-00	$968.56	$968.56
13610	34	645-140-34-00	$968.56	$968.56
13610	14	645-140-14-00	$1,198.00	$1,198.00
13610	35	645-140-35-00	$968.56	$968.56
13610	15	645-140-15-00	$968.56	$968.56
13610	36	645-140-36-00	$968.56	$968.56
13610	16	645-140-16-00	$968.56	$968.56
13610	37	645-140-37-00	$1,198.00	$1,198.00
13610	17	645-140-17-00	$1,198.00	$1,198.00
13610	38	645-140-38-00	$968.56	$968.56
13610	39	645-140-39-00	$1,198.00	$1,198.00
13928	69	645-211-51-00	$1,239.91	$1,239.90
13928	21	645-211-14-00	$1,239.91	$1,239.90
13610	30	645-140-30-00	$968.56	$968.56
13928	68	645-211-50-00	$1,246.35	$1,246.34
13610	40	645-140-40-00	$968.56	$968.56
13928	70	645-211-52-00	$1,239.91	$1,239.90
13928	20	645-211-13-00	$1,239.91	$1,239.90
13928	A	645-220-01-00	$0.00	$0.00
13928	67	645-211-49-00	$1,246.35	$1,246.34

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	19	645-211-12-00	$1,239.91	$1,239.90
13928	66	645-211-48-00	$1,246.35	$1,246.34
13928	18	645-211-11-00	$1,239.91	$1,239.90
13928	17	645-211-10-00	$1,239.91	$1,239.90
13928	71	645-211-53-00	$1,002.45	$1,002.44
13928	65	645-211-47-00	$1,246.35	$1,246.34
13610	31	645-140-31-00	$968.56	$968.56
13928	16	645-211-09-00	$1,239.91	$1,239.90
13928	22	645-211-15-00	$1,246.35	$1,246.34
13610	41	645-140-41-00	$1,198.00	$1,198.00
13928	64	645-211-46-00	$1,007.67	$1,007.66
13928	15	645-211-08-00	$1,002.45	$1,002.44
13928	23	645-211-16-00	$1,246.35	$1,246.34
13928	72	645-211-54-00	$1,239.91	$1,239.90
13928	63	645-211-45-00	$1,246.35	$1,246.34
13928	14	645-211-07-00	$1,239.91	$1,239.90
13928	24	645-211-17-00	$1,246.35	$1,246.34
13928	62	645-211-44-00	$1,246.35	$1,246.34
13928	13	645-211-06-00	$1,239.91	$1,239.90
13928	25	645-211-18-00	$1,246.35	$1,246.34
13928	73	645-211-55-00	$1,239.91	$1,239.90
13928	12	645-211-05-00	$1,002.45	$1,002.44
13928	61	645-211-43-00	$1,246.35	$1,246.34
13610	47	645-140-47-00	$1,198.00	$1,198.00
13928	11	645-211-04-00	$1,239.91	$1,239.90
13928	26	645-211-19-00	$1,246.35	$1,246.34
13613	81	645-141-33-00	$999.82	$999.80
13928	114	645-211-73-00	$1,239.91	$1,239.90
13928	60	645-211-42-00	$1,007.67	$1,007.66
13928	10	645-211-03-00	$1,239.91	$1,239.90
13613	123	645-142-34-00	$999.82	$999.80
13610	48	645-140-48-00	$968.56	$968.56
13928	27	645-211-20-00	$1,246.35	$1,246.34
13613	82	645-141-34-00	$1,236.65	$1,236.64
13928	115	645-211-74-00	$1,239.91	$1,239.90
13928	9	645-211-02-00	$1,239.91	$1,239.90
13613	122	645-142-33-00	$999.82	$999.80
13928	28	645-211-21-00	$1,246.35	$1,246.34
13613	83	645-141-35-00	$999.82	$999.80
13928	59	645-211-41-00	$1,246.35	$1,246.34
13613	96	645-142-07-00	$1,236.65	$1,236.64
13613	49	645-141-01-00	$968.56	$968.56
13613	102	645-142-13-00	$1,236.65	$1,236.64

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	8	645-211-01-00	$1,239.91	$1,239.90
13613	B	645-141-43-00	$0.00	$0.00
13928	29	645-211-22-00	$1,007.67	$1,007.66
13613	84	645-141-36-00	$1,236.65	$1,236.64
13613	95	645-142-06-00	$999.82	$999.80
13613	A	645-141-42-00	$0.00	$0.00
13613	121	645-142-32-00	$1,236.65	$1,236.64
13613	50	645-141-02-00	$1,198.00	$1,198.00
13613	85	645-141-37-00	$999.82	$999.80
13613	94	645-142-05-00	$1,236.65	$1,236.64
14469	85	645-311-45-00	$1,055.41	$823.62
13928	30	645-211-23-00	$1,246.35	$1,246.34
13928	125	645-210-17-00	$1,239.91	$1,239.90
13613	103	645-142-14-00	$999.82	$999.80
13928	H	645-220-02-00	$0.00	$0.00
13613	120	645-142-31-00	$999.82	$999.80
13613	86	645-141-38-00	$1,236.65	$1,236.64
14469	84	645-311-44-00	$1,118.46	$874.72
13928	126	645-210-18-00	$1,239.91	$1,239.90
13928	58	645-211-40-00	$1,007.67	$1,007.66
13613	93	645-142-04-00	$999.82	$999.80
14469	69	645-311-29-00	$1,081.43	$961.60
14469	86	645-311-46-00	$980.59	$905.42
13613	51	645-141-03-00	$968.56	$968.56
13928	31	645-211-24-00	$1,246.35	$1,246.34
13928	127	645-210-19-00	$1,239.91	$1,239.90
13613	104	645-142-15-00	$999.82	$999.80
13928	7	645-210-07-00	$1,239.91	$1,239.90
13613	119	645-142-30-00	$1,236.65	$1,236.64
13613	87	645-141-39-00	$999.82	$999.80
14469	83	645-311-43-00	$1,081.43	$961.60
13928	128	645-210-20-00	$1,239.91	$1,239.90
13613	92	645-142-03-00	$1,236.65	$1,236.64
14469	68	645-311-28-00	$1,059.49	$1,012.90
14469	87	645-311-47-00	$998.04	$953.74
13928	6	645-210-06-00	$1,002.45	$1,002.44
14469	41	645-311-01-00	$1,081.43	$961.60
13928	32	645-211-25-00	$1,246.35	$1,246.34
14469	21	645-310-21-00	$1,019.35	$905.42
13928	129	645-210-21-00	$1,239.91	$1,239.90
13613	105	645-142-16-00	$1,236.65	$1,236.64
13928	57	645-211-39-00	$1,246.35	$1,246.34
13928	5	645-210-05-00	$1,239.91	$1,239.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	118	645-142-29-00	$999.82	$999.80
13613	52	645-141-04-00	$968.56	$968.56
13613	88	645-141-40-00	$1,236.65	$1,236.64
14469	82	645-311-42-00	$1,059.49	$1,012.90
13928	130	645-210-22-00	$1,002.45	$1,002.44
13613	91	645-142-02-00	$999.82	$999.80
14469	67	645-311-27-00	$1,081.43	$961.60
14469	88	645-311-48-00	$1,019.35	$905.42
13928	4	645-210-04-00	$1,239.91	$1,239.90
14469	42	645-311-02-00	$1,059.49	$1,012.90
13928	33	645-211-26-00	$1,246.35	$1,246.34
14469	20	645-310-20-00	$998.04	$953.74
13928	131	645-210-23-00	$1,239.91	$1,239.90
13613	106	645-142-17-00	$999.82	$999.80
13928	3	645-210-03-00	$1,239.91	$1,239.90
13613	53	645-141-05-00	$1,198.00	$1,198.00
14469	81	645-311-41-00	$1,081.43	$961.60
13928	132	645-210-24-00	$1,239.91	$1,239.90
14469	66	645-311-26-00	$1,059.49	$1,012.90
14469	89	645-311-49-00	$998.04	$953.74
13928	2	645-210-02-00	$1,239.91	$1,239.90
13613	117	645-142-28-00	$1,236.65	$1,236.64
14469	43	645-311-03-00	$1,081.43	$961.60
13613	89	645-141-41-00	$999.82	$999.80
14469	19	645-310-19-00	$1,019.35	$905.42
13928	133	645-210-25-00	$1,239.91	$1,239.90
13613	67	645-141-19-00	$968.56	$968.56
13613	54	645-141-06-00	$968.56	$968.56
14469	80	645-311-40-00	$1,081.43	$961.60
13928	134	645-210-26-00	$1,239.91	$1,239.90
13613	107	645-142-18-00	$999.82	$999.80
14469	65	645-311-25-00	$1,081.43	$961.60
14469	90	645-311-50-00	$1,019.35	$905.42
13928	1	645-210-01-00	$1,239.91	$1,239.90
13613	116	645-142-27-00	$999.82	$999.80
14469	44	645-311-04-00	$1,059.49	$1,012.90
13928	34	645-211-27-00	$1,246.35	$1,246.34
14469	18	645-310-18-00	$998.04	$953.74
13928	135	645-210-27-00	$1,239.91	$1,239.90
13613	66	645-141-18-00	$1,198.00	$1,198.00
13928	56	645-211-38-00	$1,246.35	$1,246.34
13613	90	645-142-01-00	$999.82	$999.80
13613	55	645-141-07-00	$1,198.00	$1,198.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	79	645-311-39-00	$1,059.49	$1,012.90
13928	136	645-210-28-00	$1,239.91	$1,239.90
13613	108	645-142-19-00	$999.82	$999.80
14469	64	645-311-24-00	$1,081.43	$961.60
14469	91	645-311-51-00	$998.04	$953.74
14469	45	645-311-05-00	$1,081.43	$961.60
14469	17	645-310-17-00	$1,019.35	$905.42
13928	137	645-210-29-00	$1,002.45	$1,002.44
13613	56	645-141-08-00	$999.82	$999.80
14469	78	645-311-38-00	$1,118.46	$874.72
13928	F	645-213-36-00	$0.00	$0.00
13613	109	645-142-20-00	$1,236.65	$1,236.64
14469	63	645-311-23-00	$1,059.49	$1,012.90
14469	92	645-311-52-00	$1,019.35	$905.42
16109	2	645-040-74-25	$844.64	$827.86
16109	2	645-040-74-26	$844.64	$827.86
16109	2	645-040-74-27	$1,253.32	$1,027.30
16109	2	645-040-74-28	$1,253.32	$1,027.30
16109	2	645-040-74-29	$1,253.32	$1,027.30
16109	2	645-040-74-30	$1,253.32	$1,027.30
16109	2	645-040-74-31	$1,240.43	$1,129.32
14469	46	645-311-06-00	$1,118.46	$874.72
16109	2	645-040-78-34	$858.80	$842.06
16109	2	645-040-78-35	$858.80	$842.06
16109	2	645-040-78-36	$1,270.32	$1,044.94
16109	2	645-040-78-37	$1,270.32	$1,044.94
16109	2	645-040-78-38	$1,259.50	$1,148.70
14469	16	645-310-16-00	$998.04	$953.74
16109	2	645-040-74-50	$844.64	$827.86
16109	2	645-040-74-51	$844.64	$827.86
16109	2	645-040-74-52	$1,253.32	$1,027.30
16109	2	645-040-74-53	$1,253.32	$1,027.30
16109	2	645-040-74-54	$1,253.32	$1,027.30
16109	2	645-040-74-55	$1,253.32	$1,027.30
16109	2	645-040-74-56	$1,240.43	$1,129.32
14469	77	645-311-37-00	$1,059.49	$1,012.90
14217	106	645-270-43-00	$979.71	$934.76
14469	62	645-311-22-00	$1,118.46	$874.72
14469	93	645-311-53-00	$1,019.35	$905.42
14469	47	645-311-07-00	$1,081.43	$961.60
16109	2	645-040-74-57	$844.64	$827.86
16109	2	645-040-74-58	$844.64	$827.86
16109	2	645-040-74-59	$1,253.32	$1,027.30

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-60	$1,253.32	$1,027.30
16109	2	645-040-74-61	$1,253.32	$1,027.30
16109	2	645-040-74-62	$1,240.43	$1,129.32
13928	161	645-212-41-00	$1,271.63	$1,271.62
14469	15	645-310-15-00	$1,055.41	$823.62
13859	58	645-171-23-00	$999.82	$999.80
16109	2	645-040-74-32	$1,240.43	$1,129.32
16109	2	645-040-74-33	$1,253.32	$1,027.30
16109	2	645-040-74-34	$1,253.32	$1,027.30
16109	2	645-040-74-35	$1,253.32	$1,027.30
16109	2	645-040-74-36	$844.64	$827.86
16109	2	645-040-74-37	$844.64	$827.86
16109	2	645-040-79-49	$1,254.73	$1,027.30
16109	2	645-040-79-50	$883.55	$866.66
16109	2	645-040-79-51	$1,254.73	$1,027.30
16109	2	645-040-79-52	$883.55	$866.66
16109	2	645-040-79-53	$1,254.73	$1,027.30
16109	2	645-040-74-63	$1,240.43	$1,129.32
16109	2	645-040-74-65	$1,253.32	$1,027.30
16109	2	645-040-74-66	$1,253.32	$1,027.30
16109	2	645-040-74-67	$844.64	$827.86
16109	2	645-040-74-68	$844.64	$827.86
16109	2	645-040-74-64	$1,253.32	$1,027.30
16109	2	645-040-78-01	$858.80	$842.06
16109	2	645-040-78-02	$858.80	$842.06
16109	2	645-040-78-03	$1,270.32	$1,044.94
16109	2	645-040-78-04	$1,270.32	$1,044.94
16109	2	645-040-78-05	$1,270.32	$1,044.94
16109	2	645-040-78-06	$1,259.50	$1,148.70
14217	50	645-271-13-00	$1,000.08	$882.84
13928	35	645-211-28-00	$1,246.35	$1,246.34
14469	76	645-311-36-00	$1,059.49	$1,012.90
14217	105	645-270-42-00	$1,002.97	$887.36
16109	2	645-040-78-07	$1,259.50	$1,148.70
16109	2	645-040-78-08	$1,270.32	$1,044.94
16109	2	645-040-78-09	$1,270.32	$1,044.94
16109	2	645-040-78-10	$1,270.32	$1,044.94
16109	2	645-040-78-11	$858.80	$842.06
16109	2	645-040-78-12	$858.80	$842.06
13928	160	645-212-40-00	$1,271.63	$1,271.62
14469	61	645-311-21-00	$1,081.43	$961.60
14469	94	645-311-54-00	$1,019.35	$905.42
14469	48	645-311-08-00	$1,081.43	$961.60

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	14	645-310-14-00	$1,019.35	$905.42
14217	83	645-270-20-00	$1,002.97	$887.36
14217	51	645-271-14-00	$1,041.58	$803.06
13928	36	645-211-29-00	$1,246.35	$1,246.34
13928	162	645-212-42-00	$1,028.12	$1,028.12
14469	75	645-311-35-00	$1,081.43	$961.60
14217	104	645-270-41-00	$979.71	$934.76
14217	75	645-271-38-00	$1,000.08	$882.84
13928	55	645-211-37-00	$1,246.35	$1,246.34
14469	60	645-311-20-00	$1,081.43	$961.60
14469	95	645-311-55-00	$998.04	$953.74
14469	49	645-311-09-00	$1,059.49	$1,012.90
14469	13	645-310-13-00	$998.04	$953.74
13859	57	645-171-22-00	$1,236.65	$1,236.64
13928	159	645-212-39-00	$1,271.63	$1,271.62
14217	84	645-270-21-00	$979.71	$934.76
14217	52	645-271-15-00	$1,000.08	$882.84
13928	37	645-211-30-00	$1,246.35	$1,246.34
14469	74	645-311-34-00	$1,081.43	$961.60
14217	103	645-270-40-00	$1,042.39	$807.24
14217	74	645-271-37-00	$975.50	$929.92
13859	19	645-171-01-00	$1,002.45	$1,002.44
14469	59	645-311-19-00	$1,118.46	$874.72
14469	96	645-311-56-00	$1,019.35	$905.42
14469	50	645-311-10-00	$1,081.43	$961.60
13928	163	645-212-43-00	$1,271.63	$1,271.62
14469	12	645-310-12-00	$1,019.35	$905.42
14217	73	645-271-36-00	$1,041.58	$803.06
14217	85	645-270-22-00	$1,042.39	$807.24
14217	53	645-271-16-00	$975.50	$929.92
13928	38	645-211-31-00	$1,246.35	$1,246.34
14469	73	645-311-33-00	$998.04	$953.74
14217	102	645-270-39-00	$1,002.97	$887.36
14217	72	645-271-35-00	$975.50	$929.92
13928	54	645-211-36-00	$1,246.35	$1,246.34
13928	158	645-212-38-00	$1,028.12	$1,028.12
14469	58	645-311-18-00	$1,019.35	$905.42
14469	97	645-311-57-00	$998.04	$953.74
14469	51	645-311-11-00	$1,081.43	$961.60
14469	11	645-310-11-00	$1,055.41	$823.62
13859	56	645-171-21-00	$1,236.65	$1,236.64
13859	59	645-171-24-00	$1,236.65	$1,236.64
15157	2	645-380-02-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	86	645-270-23-00	$1,002.97	$887.36
14217	54	645-271-17-00	$1,041.58	$803.06
14217	107	645-270-44-00	$1,042.39	$807.24
13928	164	645-212-44-00	$1,271.63	$1,271.62
14469	72	645-311-32-00	$1,019.35	$905.42
14217	101	645-270-38-00	$979.71	$934.76
14217	71	645-271-34-00	$1,000.08	$882.84
13859	20	645-171-02-00	$1,239.91	$1,239.90
14469	57	645-311-17-00	$998.04	$953.74
14469	98	645-311-58-00	$1,055.41	$823.62
14217	123	645-270-60-00	$1,002.97	$887.36
20870	PAR 1	645-380-12-00	$0.00	$0.00
14469	52	645-311-12-00	$1,059.49	$1,012.90
14469	10	645-310-10-00	$1,019.35	$905.42
15157	6	645-380-0600	$0.00	$0.00
14217	70	645-271-33-00	$975.50	$929.92
13928	53	645-211-35-00	$1,246.35	$1,246.34
13928	157	645-212-37-00	$1,271.63	$1,271.62
14217	87	645-270-24-00	$979.71	$934.76
14217	55	645-271-18-00	$1,000.08	$882.84
13928	39	645-211-32-00	$1,246.35	$1,246.34
13859	18	645-170-18-00	$1,002.45	$1,002.44
14469	71	645-311-31-00	$1,019.35	$905.42
14217	108	645-270-45-00	$979.71	$934.76
14217	100	645-270-37-00	$1,002.97	$887.36
14469	56	645-311-16-00	$1,019.35	$905.42
14469	99	645-311-59-00	$1,019.35	$905.42
14469	53	645-311-13-00	$1,081.43	$961.60
13928	165	645-212-45-00	$1,271.63	$1,271.62
14469	9	645-310-09-00	$1,019.35	$905.42
13859	55	645-171-20-00	$1,236.65	$1,236.64
14217	69	645-271-32-00	$1,041.58	$803.06
13859	60	645-171-25-00	$1,236.65	$1,236.64
14217	88	645-270-25-00	$1,042.39	$807.24
14217	56	645-271-19-00	$975.50	$929.92
14469	70	645-311-30-00	$1,055.41	$823.62
14217	109	645-270-46-00	$1,002.97	$887.36
14217	99	645-270-36-00	$979.71	$934.76
13928	52	645-211-34-00	$1,246.35	$1,246.34
14217	124	645-270-61-00	$1,042.39	$807.24
14217	122	645-270-59-00	$979.71	$934.76
13859	21	645-171-03-00	$1,239.91	$1,239.90
13928	156	645-212-36-00	$1,271.63	$1,271.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	55	645-311-15-00	$998.04	$953.74
14469	54	645-311-14-00	$1,118.46	$874.72
14469	160	645-312-61-00	$1,002.97	$887.36
13928	40	645-211-33-00	$1,246.35	$1,246.34
14217	68	645-271-31-00	$1,000.08	$882.84
14469	149	645-312-50-00	$1,002.97	$887.36
14217	89	645-270-26-00	$1,002.97	$887.36
14217	57	645-271-20-00	$1,041.58	$803.06
13928	166	645-212-46-00	$1,271.63	$1,271.62
14217	110	645-270-47-00	$979.71	$934.76
14217	98	645-270-35-00	$1,002.97	$887.36
14217	125	645-270-62-00	$1,042.39	$807.24
14217	121	645-270-58-00	$1,002.97	$887.36
14469	159	645-312-60-00	$1,042.39	$807.24
13859	17	645-170-17-00	$1,239.91	$1,239.90
13859	54	645-171-19-00	$1,236.65	$1,236.64
14217	67	645-271-30-00	$975.50	$929.92
14469	150	645-312-51-00	$979.71	$934.76
13928	51	645-212-11-00	$1,007.67	$1,007.66
13928	155	645-212-35-00	$1,271.63	$1,271.62
13859	61	645-171-26-00	$1,236.65	$1,236.64
14217	90	645-270-27-00	$1,042.39	$807.24
14217	58	645-271-21-00	$1,000.08	$882.84
14217	111	645-270-48-00	$1,042.39	$807.24
14217	126	645-270-63-00	$979.71	$934.76
13859	22	645-171-04-00	$1,239.91	$1,239.90
14217	120	645-270-57-00	$979.71	$934.76
14469	158	645-312-59-00	$1,002.97	$887.36
14217	97	645-270-34-00	$979.71	$934.76
14217	66	645-271-29-00	$1,000.08	$882.84
14469	151	645-312-52-00	$1,002.97	$887.36
14469	118	645-312-19-00	$1,055.41	$823.62
14217	91	645-270-28-00	$1,002.97	$887.36
14217	59	645-271-22-00	$975.50	$929.92
14217	112	645-270-49-00	$1,002.97	$887.36
14469	119	645-312-20-00	$998.04	$953.74
13928	50	645-212-10-00	$1,246.35	$1,246.34
14217	127	645-270-64-00	$1,002.97	$887.36
14469	111	645-312-12-00	$1,019.35	$905.42
14217	119	645-270-56-00	$1,002.97	$887.36
14469	157	645-312-58-00	$979.71	$934.76
13859	53	645-171-18-00	$1,236.65	$1,236.64
14217	65	645-271-28-00	$1,041.58	$803.06

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	152	645-312-53-00	$1,002.97	$887.36
14469	117	645-312-18-00	$1,019.35	$905.42
14217	92	645-270-29-00	$1,042.39	$807.24
14217	60	645-271-23-00	$1,000.08	$882.84
13928	B	645-211-75-00	$0.00	$0.00
13859	16	645-170-16-00	$1,239.91	$1,239.90
14217	113	645-270-50-00	$979.71	$934.76
14469	120	645-312-21-00	$1,019.35	$905.42
14217	128	645-270-65-00	$979.71	$934.76
14217	118	645-270-55-00	$1,042.39	$807.24
13859	23	645-171-05-00	$1,239.91	$1,239.90
14469	112	645-312-13-00	$998.04	$953.74
14469	156	645-312-57-00	$1,002.97	$887.36
14217	64	645-271-27-00	$975.50	$929.92
14469	153	645-312-54-00	$1,042.39	$807.24
13928	49	645-212-09-00	$1,246.35	$1,246.34
16109	2	645-040-77-01	$844.64	$827.86
16109	2	645-040-77-02	$844.64	$827.86
16109	2	645-040-77-03	$1,253.32	$1,027.30
16109	2	645-040-77-04	$1,253.32	$1,027.30
16109	2	645-040-77-05	$1,253.32	$1,027.30
16109	2	645-040-77-06	$1,240.43	$1,129.32
14217	93	645-270-30-00	$979.71	$934.76
16109	2	645-040-78-27	$858.80	$842.06
16109	2	645-040-78-28	$858.80	$842.06
16109	2	645-040-78-29	$1,270.32	$1,044.94
16109	2	645-040-78-30	$1,270.32	$1,044.94
16109	2	645-040-78-31	$1,270.32	$1,044.94
16109	2	645-040-78-32	$1,270.32	$1,044.94
16109	2	645-040-78-33	$1,259.50	$1,148.70
14217	61	645-271-24-00	$1,041.58	$803.06
13928	152	645-213-15-00	$1,271.63	$1,271.62
14217	114	645-270-51-00	$1,002.97	$887.36
14469	121	645-312-22-00	$998.04	$953.74
14217	96	645-270-33-00	$1,002.97	$887.36
16109	2	645-040-77-18	$844.64	$827.86
16109	2	645-040-77-19	$844.64	$827.86
16109	2	645-040-77-20	$1,253.32	$1,027.30
16109	2	645-040-77-21	$1,253.32	$1,027.30
16109	2	645-040-77-22	$1,253.32	$1,027.30
16109	2	645-040-77-23	$1,253.32	$1,027.30
16109	2	645-040-77-24	$1,240.43	$1,129.32
16109	2	645-040-78-20	$1,259.50	$1,148.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-21	$1,270.32	$1,044.94
16109	2	645-040-78-22	$1,270.32	$1,044.94
16109	2	645-040-78-23	$1,270.32	$1,044.94
16109	2	645-040-78-24	$1,270.32	$1,044.94
16109	2	645-040-78-25	$858.80	$842.06
16109	2	645-040-78-26	$858.80	$842.06
14217	129	645-270-66-00	$1,002.97	$887.36
14217	117	645-270-54-00	$1,002.97	$887.36
13928	151	645-213-14-00	$1,271.63	$1,271.62
16109	2	645-040-77-12	$1,240.43	$1,129.32
16109	2	645-040-77-13	$1,253.32	$1,027.30
16109	2	645-040-77-14	$1,253.32	$1,027.30
16109	2	645-040-77-15	$1,253.32	$1,027.30
16109	2	645-040-77-16	$844.64	$827.86
16109	2	645-040-77-17	$844.64	$827.86
14469	155	645-312-56-00	$1,002.97	$887.36
14469	138	645-312-39-00	$1,019.35	$905.42
13859	52	645-171-17-00	$1,236.65	$1,236.64
14217	63	645-271-26-00	$1,000.08	$882.84
14469	154	645-312-55-00	$979.71	$934.76
14469	113	645-312-14-00	$1,019.35	$905.42
14217	94	645-270-31-00	$1,002.97	$887.36
14217	62	645-271-25-00	$975.50	$929.92
14217	115	645-270-52-00	$979.71	$934.76
14469	122	645-312-23-00	$1,019.35	$905.42
16109	2	645-040-80-44	$1,254.73	$1,027.30
16109	2	645-040-80-45	$883.55	$866.66
16109	2	645-040-80-46	$1,254.73	$1,027.30
16109	2	645-040-80-47	$883.55	$866.66
16109	2	645-040-80-48	$1,254.73	$1,027.30
14217	95	645-270-32-00	$979.71	$934.76
13928	48	645-212-08-00	$1,271.63	$1,271.62
14217	116	645-270-53-00	$979.71	$934.76
13859	24	645-171-06-00	$1,002.45	$1,002.44
13859	L	645-170-27-00	$0.00	$0.00
13859	15	645-170-15-00	$1,239.91	$1,239.90
14469	137	645-312-38-00	$1,055.41	$823.62
14469	123	645-312-24-00	$998.04	$953.74
13928	153	645-213-16-00	$1,271.63	$1,271.62
14469	136	645-312-37-00	$1,019.35	$905.42
13859	51	645-171-16-00	$1,236.65	$1,236.64
13928	47	645-212-07-00	$1,271.63	$1,271.62
13928	150	645-213-13-00	$1,271.63	$1,271.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	124	645-312-25-00	$1,019.35	$905.42
13859	25	645-171-07-00	$1,239.91	$1,239.90
14469	114	645-312-15-00	$998.04	$953.74
14469	135	645-312-36-00	$998.04	$953.74
13859	14	645-170-14-00	$1,239.91	$1,239.90
14469	125	645-312-26-00	$998.04	$953.74
13928	46	645-212-06-00	$1,271.63	$1,271.62
14469	134	645-312-35-00	$1,019.35	$905.42
13859	50	645-171-15-00	$1,236.65	$1,236.64
16109	2	645-040-77-25	$1,240.43	$1,129.32
16109	2	645-040-77-26	$1,253.32	$1,027.30
16109	2	645-040-77-28	$1,253.32	$1,027.30
16109	2	645-040-77-29	$1,253.32	$1,027.30
16109	2	645-040-77-30	$844.64	$827.86
16109	2	645-040-77-31	$844.64	$827.86
16109	2	645-040-77-27	$1,253.32	$1,027.30
16109	2	645-040-78-13	$858.80	$842.06
16109	2	645-040-78-14	$858.80	$842.06
16109	2	645-040-78-15	$1,270.32	$1,044.94
16109	2	645-040-78-16	$1,270.32	$1,044.94
16109	2	645-040-78-17	$1,270.32	$1,044.94
16109	2	645-040-78-18	$1,270.32	$1,044.94
16109	2	645-040-78-19	$1,259.50	$1,148.70
13928	154	645-213-17-00	$1,271.63	$1,271.62
14469	126	645-312-27-00	$1,055.41	$823.62
16109	2	645-040-77-07	$1,240.43	$1,129.32
16109	2	645-040-77-08	$1,253.32	$1,027.30
16109	2	645-040-77-09	$1,253.32	$1,027.30
16109	2	645-040-77-10	$844.64	$827.86
16109	2	645-040-77-11	$844.64	$827.86
13859	26	645-171-08-00	$1,239.91	$1,239.90
13928	143	645-213-06-00	$1,271.63	$1,271.62
14469	133	645-312-34-00	$998.04	$953.74
13928	45	645-212-05-00	$1,271.63	$1,271.62
13928	142	645-213-05-00	$1,271.63	$1,271.62
14469	115	645-312-16-00	$1,019.35	$905.42
14469	127	645-312-28-00	$1,019.35	$905.42
13859	13	645-170-13-00	$1,239.91	$1,239.90
14469	132	645-312-33-00	$1,055.41	$823.62
13859	49	645-171-14-00	$1,239.91	$1,239.90
14469	116	645-312-17-00	$1,019.35	$905.42
13928	144	645-213-07-00	$1,271.63	$1,271.62
14469	128	645-312-29-00	$1,019.35	$905.42

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	44	645-212-04-00	$1,028.12	$1,028.12
13928	141	645-213-04-00	$1,271.63	$1,271.62
13859	27	645-171-09-00	$1,002.45	$1,002.44
14469	129	645-312-30-00	$998.04	$953.74
13928	145	645-213-08-00	$1,271.63	$1,271.62
13859	48	645-171-13-00	$1,239.91	$1,239.90
13928	43	645-212-03-00	$1,271.63	$1,271.62
13928	140	645-213-03-00	$1,028.12	$1,028.12
14469	131	645-312-32-00	$1,019.35	$905.42
13859	12	645-170-12-00	$1,239.91	$1,239.90
14469	130	645-312-31-00	$1,055.41	$823.62
13859	28	645-171-10-00	$1,239.91	$1,239.90
13928	41	645-212-01-00	$1,271.63	$1,271.62
13928	42	645-212-02-00	$1,271.63	$1,271.62
13928	139	645-213-02-00	$1,271.63	$1,271.62
13859	47	645-171-12-00	$1,239.91	$1,239.90
13859	29	645-171-11-00	$1,239.91	$1,239.90
13928	146	645-213-09-00	$1,271.63	$1,271.62
13859	11	645-170-11-00	$1,002.45	$1,002.44
13928	138	645-213-01-00	$1,271.63	$1,271.62
13859	D	645-171-50-00	$0.00	$0.00
13859	10	645-170-10-00	$1,239.91	$1,239.90
13859	46	645-172-17-00	$1,239.91	$1,239.90
13859	30	645-172-01-00	$1,239.91	$1,239.90
13859	84	645-172-18-00	$1,239.91	$1,239.90
13859	101	645-172-35-00	$1,239.91	$1,239.90
13859	85	645-172-19-00	$1,239.91	$1,239.90
16109	2	645-040-77-32	$1,253.32	$1,027.30
16109	2	645-040-77-33	$1,253.32	$1,027.30
16109	2	645-040-77-34	$1,253.32	$1,027.30
16109	2	645-040-77-35	$1,240.43	$1,129.32
16109	2	645-040-77-36	$1,253.32	$1,027.30
16109	2	645-040-77-37	$1,253.32	$1,027.30
16109	2	645-040-77-38	$1,253.32	$1,027.30
16109	2	645-040-77-39	$1,253.32	$1,027.30
16109	2	645-040-77-40	$1,240.43	$1,129.32
16109	2	645-040-77-41	$1,253.32	$1,027.30
16109	2	645-040-77-42	$1,253.32	$1,027.30
16109	2	645-040-77-43	$1,253.32	$1,027.30
13859	45	645-172-16-00	$1,239.91	$1,239.90
13859	31	645-172-02-00	$1,239.91	$1,239.90
13859	9	645-170-09-00	$1,239.91	$1,239.90
13859	100	645-172-34-00	$1,239.91	$1,239.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	86	645-172-20-00	$1,239.91	$1,239.90
13859	B	645-170-26-00	$0.00	$0.00
13859	44	645-172-15-00	$1,239.91	$1,239.90
13859	A	645-170-25-00	$0.00	$0.00
13859	32	645-172-03-00	$1,002.45	$1,002.44
13859	87	645-172-21-00	$1,002.45	$1,002.44
13859	99	645-172-33-00	$1,239.91	$1,239.90
13859	43	645-172-14-00	$1,239.91	$1,239.90
13859	8	645-170-08-00	$1,239.91	$1,239.90
13859	88	645-172-22-00	$1,239.91	$1,239.90
13859	98	645-172-32-00	$1,239.91	$1,239.90
13859	33	645-172-04-00	$1,239.91	$1,239.90
13859	42	645-172-13-00	$1,002.45	$1,002.44
13859	89	645-172-23-00	$1,239.91	$1,239.90
13859	G	645-172-38-00	$0.00	$0.00
13859	97	645-172-31-00	$1,239.91	$1,239.90
13859	F	645-172-37-00	$0.00	$0.00
13859	7	645-170-07-00	$1,239.91	$1,239.90
13859	34	645-172-05-00	$1,239.91	$1,239.90
13859	90	645-172-24-00	$1,002.45	$1,002.44
13859	41	645-172-12-00	$1,239.91	$1,239.90
13859	91	645-172-25-00	$1,239.91	$1,239.90
13859	96	645-172-30-00	$1,239.91	$1,239.90
16109	2	645-040-74-02	$1,253.32	$1,027.30
16109	2	645-040-74-01	$1,355.34	$1,129.32
16109	2	645-040-74-03	$1,253.32	$1,027.30
16109	2	645-040-74-04	$1,240.43	$1,129.32
16109	2	645-040-74-05	$1,253.32	$1,027.30
16109	2	645-040-74-06	$1,253.32	$1,027.30
16109	2	645-040-74-07	$1,253.32	$1,027.30
16109	2	645-040-74-08	$1,253.32	$1,027.30
16109	2	645-040-74-09	$1,240.43	$1,129.32
16109	2	645-040-74-10	$1,253.32	$1,027.30
16109	2	645-040-74-11	$1,253.32	$1,027.30
16109	2	645-040-74-12	$1,253.32	$1,027.30
13859	40	645-172-11-00	$1,002.45	$1,002.44
13859	35	645-172-06-00	$1,239.91	$1,239.90
13859	6	645-170-06-00	$1,239.91	$1,239.90
16109	2	645-040-77-91	$1,270.32	$1,044.94
16109	2	645-040-77-80	$1,270.32	$1,044.94
16109	2	645-040-77-81	$1,270.32	$1,044.94
16109	2	645-040-77-82	$1,270.32	$1,044.94
16109	2	645-040-77-83	$1,259.50	$1,148.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-84	$1,270.32	$1,044.94
16109	2	645-040-77-85	$1,270.32	$1,044.94
16109	2	645-040-77-86	$1,270.32	$1,044.94
16109	2	645-040-77-87	$1,270.32	$1,044.94
16109	2	645-040-77-88	$1,259.50	$1,148.70
16109	2	645-040-77-89	$1,270.32	$1,044.94
16109	2	645-040-77-90	$1,270.32	$1,044.94
13859	92	645-172-26-00	$1,239.91	$1,239.90
13859	95	645-172-29-00	$1,239.91	$1,239.90
13859	5	645-170-05-00	$1,239.91	$1,239.90
13859	39	645-172-10-00	$1,239.91	$1,239.90
13859	36	645-172-07-00	$1,239.91	$1,239.90
13859	93	645-172-27-00	$1,239.91	$1,239.90
13859	38	645-172-09-00	$1,239.91	$1,239.90
13859	94	645-172-28-00	$1,239.91	$1,239.90
13859	37	645-172-08-00	$1,239.91	$1,239.90
13859	4	645-170-04-00	$1,239.91	$1,239.90
13859	M	645-172-40-00	$0.00	$0.00
13859	3	645-170-03-00	$1,239.91	$1,239.90
13859	2	645-170-02-00	$1,239.91	$1,239.90
13859	1	645-170-01-00	$1,239.91	$1,239.90
15157	1	645-380-01-00	$0.00	$0.00
14258	11	645-280-26-00	$0.00	$0.00
20870	PAR 2	645-380-13-00	$0.00	$0.00
14258	4	645-280-04-00	$0.00	$0.00
14258	3	645-280-03-00	$0.00	$0.00
14258	2	645-280-02-00	$0.00	$0.00
14258	1	645-280-01-00	$0.00	$0.00
16413	2	645-410-11-01	$1,670.90	$1,536.66
16413	2	645-410-11-02	$1,670.93	$1,397.84
16413	2	645-410-11-03	$1,670.93	$1,397.84
16413	2	645-410-11-04	$1,670.93	$1,397.84
16413	2	645-410-11-05	$1,146.74	$1,126.46
16413	2	645-410-11-06	$1,146.77	$1,003.42
16413	2	645410-11-07	$1,670.90	$1,536.66
16413	2	645-410-11-08	$1,670.93	$1,397.84
16413	2	645-410-11-09	$1,670.93	$1,397.84
16413	2	645-410-11-10	$1,670.93	$1,397.84
16413	2	645-410-11-11	$1,146.74	$1,126.46
16413	2	645-410-11-12	$1,146.77	$1,003.42
16413	2	645-410-10-57	$1,057.98	$923.42
16413	2	645-410-10-58	$1,055.69	$1,036.66
16413	2	645-410-10-59	$1,542.75	$1,286.40

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-60	$1,542.75	$1,286.40
16413	2	645-410-10-61	$1,542.75	$1,286.40
16413	2	645-410-10-62	$1,542.75	$1,286.40
16413	2	645-410-10-63	$1,540.17	$1,414.16
16413	2	645-410-11-76	$1,670.90	$1,536.66
16413	2	645-410-11-77	$1,670.93	$1,397.84
16413	2	645-410-11-78	$1,670.93	$1,397.84
16413	2	645-410-11-79	$1,670.93	$1,397.84
16413	2	645-410-11-80	$1,146.74	$1,126.46
16413	2	645-410-11-81	$1,146.77	$1,003.42
16413	2	645-410-11-69	$1,057.98	$923.42
16413	2	645-410-11-70	$1,055.69	$1,036.66
16413	2	645-410-11-71	$1,542.75	$1,286.40
16413	2	645-410-11-72	$1,542.75	$1,286.40
16413	2	645-410-11-73	$1,542.75	$1,286.40
16413	2	645-410-11-74	$1,542.75	$1,286.40
16413	2	645-410-11-75	$1,540.17	$1,414.16
14730	49	645-341-26-00	$1,454.80	$1,454.78
14730	48	645-341-25-00	$1,176.18	$1,176.18
14730	50	645-341-27-00	$1,139.55	$1,091.08
14730	47	645-341-24-00	$1,454.80	$1,454.78
14730	51	645-341-28-00	$1,176.18	$1,176.18
14730	46	645-341-23-00	$1,139.55	$1,091.08
14730	52	645-341-29-00	$1,139.55	$1,091.08
14730	45	645-341-22-00	$1,454.80	$1,454.78
14730	92	645-341-35-00	$1,073.80	$1,027.52
14730	180	645-060-45-07	$1,261.31	$1,026.16
14730	180	645-060-45-08	$889.50	$889.50
14730	180	645-060-45-09	$889.50	$889.50
14730	180	645-060-45-10	$1,261.31	$1,026.16
14730	91	645-341-34-00	$1,370.05	$1,370.04
14730	180	645-060-45-01	$1,261.31	$1,026.16
14730	180	645-060-45-02	$889.50	$889.50
14730	180	645-060-45-03	$1,261.31	$1,026.16
14730	90	645-342-34-00	$1,129.42	$887.32
14730	180	645-060-43-01	$1,261.31	$1,026.16
14730	180	645-060-43-02	$1,261.31	$1,026.16
14730	180	645-060-43-03	$889.50	$889.50
14730	180	645-060-43-04	$1,261.31	$1,026.16
14730	180	645-060-43-05	$889.50	$889.50
14730	180	645-060-43-06	$1,261.31	$1,026.16
14730	89	645-342-33-00	$1,370.05	$1,370.04
14730	180	645-060-43-13	$1,261.31	$1,026.16

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	180	645-060-43-15	$889.50	$889.50
14730	180	645-060-43-16	$1,261.31	$1,026.16
14730	180	645-060-43-07	$1,261.31	$1,026.16
14730	180	645-060-43-08	$1,261.31	$1,026.16
14730	180	645-060-43-09	$889.50	$889.50
14730	180	645-060-43-10	$1,261.31	$1,026.16
14730	180	645-060-43-11	$889.50	$889.50
14730	180	645-060-43-12	$1,261.31	$1,026.16
14730	180	645-060-44-11	$1,261.31	$1,026.16
14730	180	645-060-44-12	$889.50	$889.50
14730	180	645-060-44-13	$889.50	$889.50
14730	180	645-060-44-14	$1,261.31	$1,026.16
14730	88	645-342-32-00	$1,073.80	$1,027.52
14730	180	645-060-44-01	$1,261.31	$1,026.16
14730	180	645-060-44-02	$889.50	$889.50
14730	180	645-060-44-03	$1,261.31	$1,026.16
14730	180	645-060-44-04	$889.50	$889.50
14730	180	645-060-44-05	$1,261.31	$1,026.16
14730	87	645-342-31-00	$1,370.05	$1,370.04
14730	180	645-060-44-06	$1,261.31	$1,026.16
14730	180	645-060-44-07	$889.50	$889.50
14730	180	645-060-44-08	$1,261.31	$1,026.16
14730	180	645-060-44-09	$889.50	$889.50
14730	180	645-060-44-10	$1,261.31	$1,026.16
14730	86	645-342-30-00	$1,073.80	$1,027.52
14730	180	645-060-45-04	$1,261.31	$1,026.16
14730	180	645-060-45-05	$889.50	$889.50
14730	180	645-060-45-06	$1,261.31	$1,026.16
14730	85	645-342-29-00	$1,370.05	$1,370.04
14730	109	645-342-42-00	$1,129.42	$887.32
14730	84	645-342-28-00	$1,073.80	$1,027.52
14730	110	645-342-43-00	$1,073.80	$1,027.52
14730	83	645-342-27-00	$1,073.80	$1,027.52
14730	111	645-342-44-00	$1,370.05	$1,370.04
14730	82	645-342-26-00	$1,370.05	$1,370.04
14730	81	645-342-25-00	$1,073.80	$1,027.52
14730	112	645-342-45-00	$1,073.80	$1,027.52
14730	80	645-342-24-00	$1,370.05	$1,370.04
14730	113	645-342-46-00	$1,073.80	$1,027.52
14730	114	645-342-47-00	$1,370.05	$1,370.04
14730	79	645-342-23-00	$1,370.05	$1,370.04
14730	69	645-342-13-00	$1,107.68	$1,107.66
14730	78	645-342-22-00	$1,107.68	$1,107.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	70	645-342-14-00	$1,129.42	$887.32
14730	77	645-342-21-00	$1,370.05	$1,370.04
14730	71	645-342-15-00	$1,370.05	$1,370.04
14730	76	645-342-20-00	$1,073.80	$1,027.52
14730	72	645-342-16-00	$1,073.80	$1,027.52
14730	75	645-342-19-00	$1,107.68	$1,107.66
14730	73	645-342-17-00	$1,107.68	$1,107.66
14730	74	645-342-18-00	$1,370.05	$1,370.04
13928	167	645-212-47-00	$1,271.63	$1,271.62
13530	14	645-110-14-00	$976.41	$929.92
13928	168	645-212-48-00	$1,271.63	$1,271.62
13928	96	645-212-23-00	$1,007.67	$1,007.66
13530	92	645-111-36-00	$1,019.73	$775.92
13928	95	645-212-22-00	$1,246.35	$1,246.34
13530	103	645-111-47-00	$1,019.73	$775.92
13530	15	645-110-15-00	$976.41	$929.92
13928	169	645-212-49-00	$1,271.63	$1,271.62
13530	29	645-111-02-00	$1,046.32	$732.10
13928	97	645-212-24-00	$1,246.35	$1,246.34
13530	91	645-111-35-00	$1,046.32	$732.10
13530	102	645-111-46-00	$1,046.32	$732.10
13928	94	645-212-21-00	$1,007.67	$1,007.66
13530	30	645-111-03-00	$972.84	$853.00
13530	104	645-111-48-00	$972.84	$853.00
13928	170	645-212-50-00	$1,028.12	$1,028.12
13530	16	645-110-16-00	$976.41	$929.92
13530	90	645-111-34-00	$972.84	$853.00
13928	98	645-212-25-00	$1,246.35	$1,246.34
13530	13	645-110-13-00	$976.41	$929.92
13928	93	645-212-20-00	$1,246.35	$1,246.34
13530	31	645-111-04-00	$1,019.73	$775.92
13928	171	645-212-51-00	$1,271.63	$1,271.62
13530	101	645-111-45-00	$972.84	$853.00
13530	17	645-110-17-00	$976.41	$929.92
13530	89	645-111-33-00	$1,019.73	$775.92
13530	32	645-111-05-00	$1,046.32	$732.10
13928	172	645-212-52-00	$1,271.63	$1,271.62
13928	99	645-212-26-00	$1,246.35	$1,246.34
13928	92	645-212-19-00	$1,246.35	$1,246.34
13530	18	645-110-18-00	$1,002.43	$882.84
13530	88	645-111-32-00	$972.84	$853.00
13530	33	645-111-06-00	$972.84	$853.00
13530	100	645-111-44-00	$1,019.73	$775.92

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	105	645-111-49-00	$1,019.73	$775.92
13928	173	645-212-53-00	$1,271.63	$1,271.62
13530	19	645-110-19-00	$976.41	$929.92
13928	100	645-212-27-00	$1,246.35	$1,246.34
13530	87	645-111-31-00	$1,019.73	$775.92
13928	91	645-212-18-00	$1,246.35	$1,246.34
13530	34	645-111-07-00	$1,019.73	$775.92
13928	174	645-212-54-00	$1,271.63	$1,271.62
13530	99	645-111-43-00	$972.84	$853.00
13530	20	645-110-20-00	$1,002.43	$882.84
13530	86	645-111-30-00	$972.84	$853.00
13530	35	645-111-08-00	$972.84	$853.00
13928	101	645-212-28-00	$1,246.35	$1,246.34
13928	90	645-212-17-00	$1,246.35	$1,246.34
13530	106	645-111-50-00	$972.84	$853.00
13928	175	645-212-55-00	$1,271.63	$1,271.62
13530	21	645-110-21-00	$976.41	$929.92
13530	85	645-111-29-00	$1,046.32	$732.10
13530	36	645-111-09-00	$1,046.32	$732.10
13928	102	645-212-29-00	$1,007.67	$1,007.66
13530	98	645-111-42-00	$1,019.73	$775.92
13530	116	645-111-60-00	$945.09	$898.48
13928	176	645-212-56-00	$1,271.63	$1,271.62
13530	115	645-111-59-00	$945.09	$898.48
13928	89	645-212-16-00	$1,246.35	$1,246.34
13530	37	645-111-10-00	$972.84	$853.00
13928	103	645-212-30-00	$1,246.35	$1,246.34
13530	84	645-111-28-00	$1,046.32	$732.10
13530	107	645-111-51-00	$1,046.32	$732.10
13530	22	645-110-22-00	$976.41	$929.92
13530	117	645-111-61-00	$945.09	$898.48
13928	177	645-212-57-00	$1,271.63	$1,271.62
13530	97	645-111-41-00	$1,046.32	$732.10
13530	38	645-111-11-00	$1,019.73	$775.92
13928	104	645-212-31-00	$1,246.35	$1,246.34
13928	88	645-212-15-00	$1,246.35	$1,246.34
13530	108	645-111-52-00	$1,019.73	$775.92
13530	83	645-111-27-00	$1,019.73	$775.92
13530	118	645-111-62-00	$945.09	$898.48
13530	39	645-111-12-00	$972.84	$853.00
13928	178	645-212-58-00	$1,271.63	$1,271.62
13530	23	645-110-23-00	$976.41	$929.92
13928	105	645-212-32-00	$1,246.35	$1,246.34

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	96	645-111-40-00	$1,019.73	$775.92
13530	40	645-111-13-00	$1,046.32	$732.10
13530	5	645-110-05-00	$945.09	$898.48
13928	87	645-212-14-00	$1,246.35	$1,246.34
13530	119	645-111-63-00	$972.84	$853.00
13530	109	645-111-53-00	$972.84	$853.00
13530	82	645-111-26-00	$1,046.32	$732.10
13530	41	645-111-14-00	$972.84	$853.00
13928	106	645-212-33-00	$1,246.35	$1,246.34
13530	114	645-111-58-00	$945.09	$898.48
13530	24	645-110-24-00	$976.41	$929.92
13530	120	645-111-64-00	$945.09	$898.48
13928	179	645-212-59-00	$1,271.63	$1,271.62
13530	4	645-110-04-00	$945.09	$898.48
13530	42	645-111-15-00	$1,019.73	$775.92
13530	95	645-111-39-00	$972.84	$853.00
13928	86	645-212-13-00	$1,246.35	$1,246.34
13530	121	645-111-65-00	$945.09	$898.48
13928	107	645-212-34-00	$1,246.35	$1,246.34
13530	81	645-111-25-00	$972.84	$853.00
13530	43	645-111-16-00	$972.84	$853.00
13928	180	645-212-60-00	$1,271.63	$1,271.62
13530	3	645-110-03-00	$972.84	$853.00
13530	25	645-110-25-00	$1,002.43	$882.84
13928	85	645-212-12-00	$1,246.35	$1,246.34
13530	44	645-111-17-00	$1,019.73	$775.92
13530	122	645-111-66-00	$945.09	$898.48
13928	181	645-212-61-00	$1,028.12	$1,028.12
13530	2	645-110-02-00	$976.41	$929.92
13530	45	645-111-18-00	$972.84	$853.00
13530	80	645-111-24-00	$1,019.73	$775.92
13530	113	645-111-57-00	$945.09	$898.48
13928	84	645-211-66-00	$1,246.35	$1,246.34
13530	46	645-111-19-00	$1,019.73	$775.92
13530	1	645-110-01-00	$976.41	$929.92
13530	123	645-111-67-00	$945.09	$898.48
13530	47	645-111-20-00	$972.84	$853.00
13530	124	645-111-68-00	$945.09	$898.48
13928	83	645-211-65-00	$1,246.35	$1,246.34
13530	48	645-112-01-00	$972.84	$853.00
13530	79	645-111-23-00	$1,046.32	$732.10
13610	38	645-130-38-00	$945.09	$898.48
13928	182	645-212-62-00	$1,271.63	$1,271.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	37	645-130-37-00	$945.09	$898.48
13928	120	645-210-12-00	$1,239.91	$1,239.90
13928	82	645-211-64-00	$1,246.35	$1,246.34
13530	49	645-112-02-00	$1,046.32	$732.10
13928	183	645-213-18-00	$1,271.63	$1,271.62
13530	78	645-111-22-00	$972.84	$853.00
13928	184	645-213-19-00	$1,271.63	$1,271.62
13530	50	645-112-03-00	$972.84	$853.00
13928	121	645-210-13-00	$1,239.91	$1,239.90
13530	77	645-111-21-00	$1,019.73	$775.92
13928	119	645-210-11-00	$1,239.91	$1,239.90
13928	81	645-211-63-00	$1,246.35	$1,246.34
13610	39	645-130-39-00	$945.09	$898.48
13928	185	645-213-20-00	$1,028.12	$1,028.12
13610	36	645-130-36-00	$945.09	$898.48
13530	51	645-112-04-00	$1,019.73	$775.92
13928	108	645-211-67-00	$1,007.67	$1,007.66
13530	76	645-112-29-00	$972.84	$853.00
13928	80	645-211-62-00	$1,246.35	$1,246.34
13610	40	645-130-40-00	$972.84	$853.00
13530	52	645-112-05-00	$972.84	$853.00
13928	186	645-213-21-00	$1,271.63	$1,271.62
13928	122	645-210-14-00	$1,002.45	$1,002.44
13610	35	645-130-35-00	$945.09	$898.48
13928	149	645-213-12-00	$1,271.63	$1,271.62
13928	118	645-210-10-00	$1,239.91	$1,239.90
13928	187	645-213-22-00	$1,271.63	$1,271.62
13530	75	645-112-28-00	$1,046.32	$732.10
13928	148	645-213-11-00	$1,271.63	$1,271.62
13530	53	645-112-06-00	$1,046.32	$732.10
13928	109	645-211-68-00	$1,246.35	$1,246.34
13928	79	645-211-61-00	$1,246.35	$1,246.34
13928	188	645-213-23-00	$1,271.63	$1,271.62
13928	123	645-210-15-00	$1,239.91	$1,239.90
13530	74	645-112-27-00	$972.84	$853.00
13928	117	645-210-09-00	$1,002.45	$1,002.44
13610	41	645-130-41-00	$945.09	$898.48
13530	54	645-112-07-00	$972.84	$853.00
13928	189	645-213-24-00	$1,271.63	$1,271.62
13610	34	645-130-34-00	$945.09	$898.48
13928	110	645-211-69-00	$1,239.91	$1,239.90
13928	78	645-211-60-00	$1,239.91	$1,239.90
13928	190	645-213-25-00	$1,271.63	$1,271.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	73	645-112-26-00	$1,019.73	$775.92
13530	55	645-112-08-00	$1,019.73	$775.92
13928	191	645-213-26-00	$1,028.12	$1,028.12
13928	124	645-210-16-00	$1,239.91	$1,239.90
13928	116	645-210-08-00	$1,239.91	$1,239.90
13928	111	645-211-70-00	$1,239.91	$1,239.90
13530	PAR 2	645-112-33-00	$1,019.73	$775.92
13928	77	645-211-59-00	$1,239.91	$1,239.90
13530	56	645-112-09-00	$972.84	$853.00
13928	192	645-213-27-00	$1,271.63	$1,271.62
13610	33	645-130-33-00	$972.84	$853.00
13928	147	645-213-10-00	$1,028.12	$1,028.12
13928	193	645-213-28-00	$1,271.63	$1,271.62
13530	PAR 1	645-112-32-00	$1,046.32	$732.10
13928	76	645-211-58-00	$1,239.91	$1,239.90
13530	57	645-112-10-00	$1,046.32	$732.10
13928	194	645-213-29-00	$1,271.63	$1,271.62
13928	112	645-211-71-00	$1,002.45	$1,002.44
13610	32	645-130-32-00	$945.09	$898.48
13530	70	645-112-23-00	$1,019.73	$775.92
13928	195	645-213-30-00	$1,271.63	$1,271.62
13530	58	645-112-11-00	$972.84	$853.00
13610	31	645-130-31-00	$945.09	$898.48
13928	75	645-211-57-00	$1,239.91	$1,239.90
13928	196	645-213-31-00	$1,028.12	$1,028.12
13530	69	645-112-22-00	$972.84	$853.00
13928	113	645-211-72-00	$1,239.91	$1,239.90
13928	74	645-211-56-00	$1,239.91	$1,239.90
13530	59	645-112-12-00	$1,019.73	$775.92
13530	68	645-112-21-00	$1,019.73	$775.92
13530	60	645-112-13-00	$972.84	$853.00
13928	197	645-213-32-00	$1,271.63	$1,271.62
13928	198	645-213-33-00	$1,271.63	$1,271.62
13530	67	645-112-20-00	$972.84	$853.00
13530	61	645-112-14-00	$1,046.32	$732.10
13928	199	645-213-34-00	$1,028.12	$1,028.12
13530	62	645-112-15-00	$972.84	$853.00
13928	200	645-213-35-00	$1,271.63	$1,271.62
13610	29	645-130-29-00	$972.84	$853.00
13530	66	645-112-19-00	$1,019.73	$775.92
13610	28	645-130-28-00	$945.09	$898.48
13530	63	645-112-16-00	$1,019.73	$775.92
13530	65	645-112-18-00	$972.84	$853.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	64	645-112-17-00	$1,046.32	$732.10
13530	PAR A	645-113-17-00	$0.00	$0.00
13859	102	645-170-19-00	$1,239.91	$1,239.90
13610	27	645-130-27-00	$945.09	$898.48
13610	19	645-130-19-00	$945.09	$898.48
13610	26	645-130-26-00	$945.09	$898.48
13859	103	645-170-20-00	$1,239.91	$1,239.90
13530	PAR 1	645-113-15-00	$0.00	$0.00
13610	20	645-130-20-00	$945.09	$898.48
13610	25	645-130-25-00	$972.84	$853.00
13859	104	645-170-21-00	$1,239.91	$1,239.90
13610	21	645-130-21-00	$945.09	$898.48
13859	107	645-170-24-00	$1,239.91	$1,239.90
13859	105	645-170-22-00	$1,239.91	$1,239.90
13610	24	645-130-24-00	$945.09	$898.48
13859	106	645-170-23-00	$1,239.91	$1,239.90
13610	22	645-130-22-00	$972.84	$853.00
13610	23	645-130-23-00	$945.09	$898.48
13859	E	645-172-36-00	$0.00	$0.00
13614	C	645-120-25-00	$0.00	$0.00
13614	A	645-120-23-00	$0.00	$0.00
13859	J	645-172-39-00	$0.00	$0.00
14730	115	645-342-48-00	$1,370.05	$1,370.04
14730	68	645-342-12-00	$1,370.05	$1,370.04
13614	19	645-120-19-00	$1,236.65	$1,236.64
13613	57	645-141-09-00	$1,236.65	$1,236.64
14730	67	645-342-11-00	$1,073.80	$1,027.52
13610	46	645-140-46-00	$968.56	$968.56
14730	116	645-342-49-00	$1,073.80	$1,027.52
13613	77	645-141-29-00	$1,198.00	$1,198.00
13613	76	645-141-28-00	$968.56	$968.56
14730	66	645-342-10-00	$1,370.05	$1,370.04
13614	18	645-120-18-00	$1,198.00	$1,198.00
14730	117	645-342-50-00	$1,073.80	$1,027.52
13614	B	645-120-24-00	$0.00	$0.00
14730	65	645-342-09-00	$1,073.80	$1,027.52
13613	58	645-141-10-00	$999.82	$999.80
14730	118	645-342-51-00	$1,073.80	$1,027.52
14730	64	645-342-08-00	$1,370.05	$1,370.04
13610	45	645-140-45-00	$968.56	$968.56
13614	17	645-120-17-00	$968.56	$968.56
13613	H	645-140-51-00	$0.00	$0.00
14730	119	645-342-52-00	$1,073.80	$1,027.52

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	78	645-141-30-00	$968.56	$968.56
13614	20	645-120-20-00	$1,239.91	$1,239.90
13613	75	645-141-27-00	$1,198.00	$1,198.00
14730	63	645-342-07-00	$1,073.80	$1,027.52
13613	68	645-141-20-00	$1,198.00	$1,198.00
13613	59	645-141-11-00	$1,236.65	$1,236.64
14730	62	645-342-06-00	$1,073.80	$1,027.52
14730	120	645-342-53-00	$1,073.80	$1,027.52
14730	61	645-342-05-00	$1,370.05	$1,370.04
13610	44	645-140-44-00	$1,198.00	$1,198.00
14730	121	645-342-54-00	$1,370.05	$1,370.04
13613	J	645-140-53-00	$0.00	$0.00
13613	60	645-141-12-00	$999.82	$999.80
14730	60	645-342-04-00	$1,129.42	$887.32
13859	K	645-171-53-00	$0.00	$0.00
13614	16	645-120-16-00	$968.56	$968.56
13613	79	645-141-31-00	$1,198.00	$1,198.00
13613	74	645-141-26-00	$968.56	$968.56
14730	122	645-342-55-00	$1,129.42	$887.32
14730	59	645-342-03-00	$1,073.80	$1,027.52
13613	61	645-141-13-00	$1,236.65	$1,236.64
13614	15	645-120-15-00	$1,239.91	$1,239.90
13613	69	645-141-21-00	$968.56	$968.56
14730	123	645-341-45-00	$1,107.68	$1,107.66
14730	58	645-342-02-00	$1,370.05	$1,370.04
13610	43	645-140-43-00	$968.56	$968.56
13613	F	645-140-50-00	$0.00	$0.00
13613	62	645-141-14-00	$999.82	$999.80
13614	14	645-120-14-00	$1,239.91	$1,239.90
14730	124	645-341-46-00	$1,370.05	$1,370.04
13613	80	645-141-32-00	$968.56	$968.56
13614	21	645-120-21-00	$1,239.91	$1,239.90
13613	73	645-141-25-00	$1,198.00	$1,198.00
14730	57	645-342-01-00	$1,107.68	$1,107.66
13613	70	645-141-22-00	$1,198.00	$1,198.00
13613	63	645-141-15-00	$1,236.65	$1,236.64
14730	56	645-341-33-00	$1,073.80	$1,027.52
14730	125	645-341-47-00	$1,107.68	$1,107.66
13613	72	645-141-24-00	$968.56	$968.56
13614	22	645-120-22-00	$1,239.91	$1,239.90
13613	64	645-141-16-00	$999.82	$999.80
14730	55	645-341-32-00	$1,370.05	$1,370.04
13610	42	645-140-42-00	$1,198.00	$1,198.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13614	13	645-120-13-00	$1,239.91	$1,239.90
14730	126	645-341-48-00	$1,073.80	$1,027.52
14730	54	645-341-31-00	$1,107.68	$1,107.66
13613	71	645-141-23-00	$968.56	$968.56
14730	53	645-341-30-00	$1,370.05	$1,370.04
13613	65	645-141-17-00	$1,236.65	$1,236.64
13859	I	645-171-52-00	$0.00	$0.00
13613	97	645-142-08-00	$1,236.65	$1,236.64
14730	103	645-342-36-00	$1,107.68	$1,107.66
14730	127	645-341-49-00	$1,370.05	$1,370.04
13613	K	645-142-38-00	$0.00	$0.00
13610	1	645-140-01-00	$968.56	$968.56
14730	128	645-341-50-00	$1,107.68	$1,107.66
13613	98	645-142-09-00	$999.82	$999.80
14730	102	645-342-35-00	$1,370.05	$1,370.04
14217	A	645-272-22-00	$0.00	$0.00
13610	18	645-140-18-00	$1,198.00	$1,198.00
13610	2	645-140-02-00	$1,198.00	$1,198.00
14730	129	645-341-51-00	$1,370.05	$1,370.04
13610	29	645-140-29-00	$968.56	$968.56
13859	83	645-171-48-00	$1,239.91	$1,239.90
13859	79	645-171-44-00	$1,239.91	$1,239.90
13613	D	645-142-35-00	$0.00	$0.00
13613	99	645-142-10-00	$1,236.65	$1,236.64
14730	44	645-341-21-00	$1,370.05	$1,370.04
13610	19	645-140-19-00	$968.56	$968.56
14730	104	645-342-37-00	$1,370.05	$1,370.04
14730	130	645-341-52-00	$1,073.80	$1,027.52
13610	12	645-140-12-00	$1,198.00	$1,198.00
13610	3	645-140-03-00	$968.56	$968.56
13610	28	645-140-28-00	$1,198.00	$1,198.00
14217	D	645-272-23-00	$0.00	$0.00
13859	80	645-171-45-00	$1,239.91	$1,239.90
14730	131	645-341-53-00	$1,176.18	$1,176.18
13613	100	645-142-11-00	$999.82	$999.80
14730	43	645-341-20-00	$1,195.80	$942.22
13610	20	645-140-20-00	$1,198.00	$1,198.00
13610	11	645-140-11-00	$968.56	$968.56
14730	101	645-341-44-00	$1,107.68	$1,107.66
13610	4	645-140-04-00	$1,198.00	$1,198.00
13613	G	645-142-37-00	$0.00	$0.00
13610	27	645-140-27-00	$968.56	$968.56
13859	82	645-171-47-00	$1,239.91	$1,239.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	81	645-171-46-00	$1,239.91	$1,239.90
13613	C	645-140-49-00	$0.00	$0.00
14730	42	645-341-19-00	$1,454.80	$1,454.78
14730	105	645-342-38-00	$1,073.80	$1,027.52
14730	132	645-341-54-00	$1,195.80	$942.22
13613	101	645-142-12-00	$1,236.65	$1,236.64
13610	21	645-140-21-00	$968.56	$968.56
13610	10	645-140-10-00	$1,198.00	$1,198.00
13613	110	645-142-21-00	$999.82	$999.80
13610	5	645-140-05-00	$968.56	$968.56
13610	26	645-140-26-00	$1,198.00	$1,198.00
13859	78	645-171-43-00	$1,236.65	$1,236.64
14730	41	645-341-18-00	$1,139.55	$1,091.08
13859	62	645-171-27-00	$1,236.65	$1,236.64
13613	115	645-142-26-00	$1,236.65	$1,236.64
13859	C	645-171-49-00	$0.00	$0.00
14730	100	645-341-43-00	$1,370.05	$1,370.04
13610	22	645-140-22-00	$1,198.00	$1,198.00
14730	133	645-341-55-00	$1,454.80	$1,454.78
14217	M	645-272-25-00	$0.00	$0.00
13610	6	645-140-06-00	$1,198.00	$1,198.00
13610	9	645-140-09-00	$968.56	$968.56
13859	77	645-171-42-00	$1,236.65	$1,236.64
13613	111	645-142-22-00	$1,236.65	$1,236.64
14730	40	645-341-17-00	$1,189.37	$1,189.36
14217	E	645-272-24-00	$0.00	$0.00
13859	63	645-171-28-00	$999.82	$999.80
13613	114	645-142-25-00	$999.82	$999.80
14730	106	645-342-39-00	$1,370.05	$1,370.04
13610	25	645-140-25-00	$968.56	$968.56
13859	H	645-171-51-00	$0.00	$0.00
13613	NA	645-140-52-00	$0.00	$0.00
13610	7	645-140-07-00	$968.56	$968.56
13610	8	645-140-08-00	$1,198.00	$1,198.00
13613	112	645-142-23-00	$999.82	$999.80
13610	23	645-140-23-00	$968.56	$968.56
14730	134	645-341-56-00	$1,149.41	$1,103.30
13859	76	645-171-41-00	$999.82	$999.80
14730	39	645-341-16-00	$1,091.93	$1,091.92
13859	64	645-171-29-00	$1,236.65	$1,236.64
13610	24	645-140-24-00	$1,198.00	$1,198.00
13613	113	645-142-24-00	$1,236.65	$1,236.64
14730	99	645-341-42-00	$1,107.68	$1,107.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	75	645-171-40-00	$1,236.65	$1,236.64
14730	38	645-341-15-00	$1,059.49	$1,012.90
14730	135	645-341-57-00	$1,189.37	$1,189.36
14217	F	645-271-43-00	$0.00	$0.00
14730	144	645-341-66-00	$1,471.08	$1,471.08
13859	74	645-171-39-00	$1,236.65	$1,236.64
14730	37	645-341-14-00	$1,118.46	$874.72
14730	98	645-341-41-00	$1,073.80	$1,027.52
14217	G	645-271-44-00	$0.00	$0.00
14730	136	645-341-58-00	$1,471.08	$1,471.08
14730	143	645-341-65-00	$1,189.37	$1,189.36
13859	73	645-171-38-00	$1,236.65	$1,236.64
14730	36	645-341-13-00	$1,059.49	$1,012.90
14730	97	645-341-40-00	$1,107.68	$1,107.66
14217	41	645-272-13-00	$1,059.49	$1,012.90
13859	72	645-171-37-00	$1,236.65	$1,236.64
14730	142	645-341-64-00	$1,471.08	$1,471.08
14217	40	645-272-12-00	$1,042.39	$807.24
13859	65	645-171-30-00	$1,236.65	$1,236.64
14730	145	645-341-67-00	$1,189.37	$1,189.36
14730	35	645-341-12-00	$1,471.08	$1,471.08
14217	H	645-271-45-00	$0.00	$0.00
14217	42	645-272-14-00	$1,081.43	$961.60
13859	71	645-171-36-00	$1,236.65	$1,236.64
14217	39	645-272-11-00	$1,002.97	$887.36
14730	137	645-341-59-00	$1,149.41	$1,103.30
14730	96	645-341-39-00	$1,370.05	$1,370.04
14730	141	645-341-63-00	$1,189.37	$1,189.36
13859	66	645-171-31-00	$1,236.65	$1,236.64
14730	146	645-341-68-00	$1,189.37	$1,189.36
14217	43	645-272-15-00	$1,059.49	$1,012.90
14730	34	645-341-11-00	$1,149.41	$1,103.30
14217	38	645-272-10-00	$1,002.97	$887.36
14217	44	645-272-16-00	$1,081.43	$961.60
13859	70	645-171-35-00	$1,236.65	$1,236.64
14730	140	645-341-62-00	$1,471.08	$1,471.08
14217	37	645-272-09-00	$979.71	$934.76
13859	67	645-171-32-00	$1,236.65	$1,236.64
14730	147	645-341-69-00	$0.00	$0.00
14730	33	645-341-10-00	$1,471.08	$1,471.08
14730	95	645-341-38-00	$1,107.68	$1,107.66
14730	107	645-342-40-00	$1,073.80	$1,027.52
14217	45	645-272-17-00	$1,059.49	$1,012.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	36	645-272-08-00	$1,081.43	$961.60
14730	139	645-341-61-00	$1,194.02	$952.80
13859	68	645-171-33-00	$1,236.65	$1,236.64
14730	148	645-341-70-00	$1,150.33	$1,103.30
14217	46	645-272-18-00	$1,081.43	$961.60
13859	69	645-171-34-00	$1,236.65	$1,236.64
14730	32	645-341-09-00	$1,189.37	$1,189.36
14217	35	645-272-07-00	$1,041.58	$803.06
14730	94	645-341-37-00	$1,370.05	$1,370.04
16109	2	645-040-74-14	$1,253.32	$1,027.30
16109	2	645-040-74-18	$1,253.32	$1,027.30
16109	2	645-040-74-13	$1,253.32	$1,027.30
16109	2	645-040-74-15	$1,253.32	$1,027.30
16109	2	645-040-74-16	$1,240.43	$1,129.32
16109	2	645-040-74-17	$1,253.32	$1,027.30
16109	2	645-040-74-19	$1,253.32	$1,027.30
16109	2	645-040-74-20	$1,253.32	$1,027.30
16109	2	645-040-74-21	$1,240.43	$1,129.32
16109	2	645-040-74-22	$1,253.32	$1,027.30
16109	2	645-040-74-23	$1,253.32	$1,027.30
16109	2	645-040-74-24	$1,253.32	$1,027.30
14217	47	645-272-19-00	$1,081.43	$961.60
14730	138	645-341-60-00	$1,189.37	$1,189.36
14217	34	645-272-06-00	$1,000.08	$882.84
14730	149	645-341-71-00	$1,471.08	$1,471.08
14730	31	645-341-08-00	$1,471.08	$1,471.08
14730	108	645-342-41-00	$1,370.05	$1,370.04
16109	2	645-040-77-44	$1,270.32	$1,044.94
16109	2	645-040-77-45	$1,270.32	$1,044.94
16109	2	645-040-77-46	$1,270.32	$1,044.94
16109	2	645-040-77-47	$1,259.50	$1,148.70
16109	2	645-040-77-48	$1,270.32	$1,044.94
16109	2	645-040-77-49	$1,270.32	$1,044.94
16109	2	645-040-77-50	$1,270.32	$1,044.94
16109	2	645-040-77-51	$1,270.32	$1,044.94
16109	2	645-040-77-53	$1,270.32	$1,044.94
16109	2	645-040-77-54	$1,270.32	$1,044.94
16109	2	645-040-77-55	$1,270.32	$1,044.94
16109	2	645-040-77-52	$1,259.50	$1,148.70
14217	48	645-272-20-00	$1,118.46	$874.72
14217	33	645-272-05-00	$975.50	$929.92
14730	93	645-341-36-00	$1,073.80	$1,027.52
14730	30	645-341-07-00	$1,150.33	$1,103.30

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-68	$1,270.32	$1,044.94
16109	2	645-040-77-69	$1,270.32	$1,044.94
16109	2	645-040-77-70	$1,270.32	$1,044.94
16109	2	645-040-77-71	$1,259.50	$1,148.70
16109	2	645-040-77-72	$1,270.32	$1,044.94
16109	2	645-040-77-73	$1,270.32	$1,044.94
16109	2	645-040-77-74	$1,270.32	$1,044.94
16109	2	645-040-77-75	$1,270.32	$1,044.94
16109	2	645-040-77-76	$1,259.50	$1,148.70
16109	2	645-040-77-77	$1,270.32	$1,044.94
16109	2	645-040-77-78	$1,270.32	$1,044.94
16109	2	645-040-77-79	$1,270.32	$1,044.94
14217	I	645-270-69-00	$0.00	$0.00
14217	32	645-272-04-00	$1,002.97	$887.36
14217	31	645-272-03-00	$979.71	$934.76
14730	150	645-341-72-00	$1,189.37	$1,189.36
14217	49	645-272-21-00	$1,059.49	$1,012.90
14730	29	645-341-06-00	$1,461.21	$1,461.20
14217	30	645-272-02-00	$1,002.97	$887.36
16109	2	645-040-74-38	$1,253.32	$1,027.30
16109	2	645-040-74-39	$1,253.32	$1,027.30
16109	2	645-040-74-41	$1,240.43	$1,129.32
16109	2	645-040-74-42	$1,253.32	$1,027.30
16109	2	645-040-74-43	$1,253.32	$1,027.30
16109	2	645-040-74-44	$1,253.32	$1,027.30
16109	2	645-040-74-45	$1,253.32	$1,027.30
16109	2	645-040-74-46	$1,240.43	$1,129.32
16109	2	645-040-74-47	$1,253.32	$1,027.30
16109	2	645-040-74-48	$1,253.32	$1,027.30
16109	2	645-040-74-49	$1,253.32	$1,027.30
14217	J	645-270-70-00	$0.00	$0.00
14730	28	645-341-05-00	$1,181.40	$1,181.40
14217	29	645-272-01-00	$979.71	$934.76
14730	151	645-341-73-00	$1,461.21	$1,461.20
16109	2	645-040-77-56	$1,270.32	$1,044.94
16109	2	645-040-77-57	$1,270.32	$1,044.94
16109	2	645-040-77-58	$1,270.32	$1,044.94
16109	2	645-040-77-59	$1,259.50	$1,148.70
16109	2	645-040-77-60	$1,270.32	$1,044.94
16109	2	645-040-77-61	$1,270.32	$1,044.94
16109	2	645-040-77-62	$1,270.32	$1,044.94
16109	2	645-040-77-63	$1,270.32	$1,044.94
16109	2	645-040-77-64	$1,259.50	$1,148.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-65	$1,270.32	$1,044.94
16109	2	645-040-77-66	$1,270.32	$1,044.94
16109	2	645-040-77-67	$1,270.32	$1,044.94
14730	27	645-341-04-00	$1,461.21	$1,461.20
14730	168	645-340-39-00	$1,454.80	$1,454.78
14217	28	645-271-12-00	$1,042.39	$807.24
14730	169	645-340-40-00	$1,139.55	$1,091.08
14217	27	645-271-11-00	$1,002.97	$887.36
14730	26	645-341-03-00	$1,143.60	$1,095.92
14730	167	645-340-38-00	$1,176.18	$1,176.18
14730	152	645-341-74-00	$1,163.73	$1,040.36
16109	2	645-040-74-40	$1,253.32	$1,027.30
14217	26	645-271-10-00	$975.50	$929.92
14730	170	645-340-41-00	$1,454.80	$1,454.78
14730	25	645-341-02-00	$1,181.40	$1,181.40
14730	166	645-340-37-00	$1,454.80	$1,454.78
14217	25	645-271-09-00	$1,000.08	$882.84
14730	171	645-340-42-00	$1,176.18	$1,176.18
14217	24	645-271-08-00	$1,041.58	$803.06
14730	24	645-341-01-00	$1,143.60	$1,095.92
14730	165	645-340-36-00	$1,139.55	$1,091.08
14730	153	645-340-24-00	$1,181.40	$1,181.40
14217	23	645-271-07-00	$975.50	$929.92
14730	172	645-340-43-00	$1,454.80	$1,454.78
14730	23	645-340-23-00	$1,461.21	$1,461.20
14730	164	645-340-35-00	$1,454.80	$1,454.78
14217	22	645-271-06-00	$1,000.08	$882.84
14217	76	645-271-39-00	$975.50	$929.92
14730	173	645-340-44-00	$1,139.55	$1,091.08
14217	21	645-271-05-00	$975.50	$929.92
14730	163	645-340-34-00	$1,139.55	$1,091.08
16109	2	645-040-83-01	$858.80	$842.06
16109	2	645-040-83-02	$858.80	$842.06
16109	2	645-040-83-03	$858.80	$842.06
16109	2	645-040-83-04	$858.80	$842.06
16109	2	645-040-83-05	$858.80	$842.06
16109	2	645-040-83-06	$858.80	$842.06
16109	2	645-040-83-07	$858.80	$842.06
16109	2	645-040-83-08	$1,270.32	$1,044.94
16109	2	645-040-83-09	$1,270.32	$1,044.94
16109	2	645-040-83-10	$1,270.32	$1,044.94
16109	2	645-040-83-11	$1,270.32	$1,044.94
16109	2	645-040-78-44	$858.80	$842.06

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-45	$858.80	$842.06
16109	2	645-040-78-46	$1,270.32	$1,044.94
16109	2	645-040-78-47	$1,270.32	$1,044.94
16109	2	645-040-78-48	$1,259.50	$1,148.70
16109	2	645-040-83-12	$858.80	$842.06
16109	2	645-040-83-13	$858.80	$842.06
16109	2	645-040-83-14	$858.80	$842.06
16109	2	645-040-83-15	$858.80	$842.06
16109	2	645-040-83-16	$858.80	$842.06
16109	2	645-040-83-17	$858.80	$842.06
16109	2	645-040-83-18	$858.80	$842.06
16109	2	645-040-83-19	$1,270.32	$1,044.94
16109	2	645-040-83-20	$1,270.32	$1,044.94
16109	2	645-040-83-21	$1,270.32	$1,044.94
16109	2	645-040-83-22	$1,270.32	$1,044.94
14217	77	645-271-40-00	$1,000.08	$882.84
14217	20	645-271-04-00	$1,041.58	$803.06
16109	1	645-040-89-13	$1,313.97	$1,092.00
16109	1	645-040-89-14	$1,313.97	$1,092.00
16109	1	645-040-89-15	$1,313.97	$1,092.00
16109	1	645-040-89-16	$1,313.97	$1,092.00
16109	1	645-040-89-17	$1,313.97	$1,092.00
16109	1	645-040-89-18	$896.48	$880.00
16109	1	645-040-89-19	$896.48	$880.00
14730	174	645-340-45-00	$1,454.80	$1,454.78
14730	22	645-340-22-00	$1,143.60	$1,095.92
16109	1	645-040-89-20	$896.48	$880.00
16109	1	645-040-89-21	$896.48	$880.00
16109	1	645-040-89-22	$1,313.97	$1,092.00
16109	1	645-040-89-23	$1,313.97	$1,092.00
16109	1	645-040-89-24	$1,313.97	$1,092.00
16109	1	645-040-89-25	$1,313.97	$1,092.00
16109	1	645-040-89-26	$1,313.97	$1,092.00
16109	1	645-040-73-13	$896.48	$880.00
16109	1	645-040-73-14	$896.48	$880.00
16109	1	645-040-73-15	$1,313.97	$1,092.00
16109	1	645-040-73-16	$1,313.97	$1,092.00
16109	1	645-040-73-17	$1,313.97	$1,092.00
16109	1	645-040-73-18	$1,309.56	$1,200.46
14730	154	645-340-25-00	$1,195.85	$946.40
14730	162	645-340-33-00	$1,454.80	$1,454.78
14217	19	645-271-03-00	$975.50	$929.92
14217	78	645-271-41-00	$1,041.58	$803.06

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-73-07	$1,309.56	$1,200.46
16109	1	645-040-73-08	$1,313.97	$1,092.00
16109	1	645-040-73-09	$1,313.97	$1,092.00
16109	1	645-040-73-10	$1,313.97	$1,092.00
16109	1	645-040-73-11	$896.48	$880.00
16109	1	645-040-73-12	$896.48	$880.00
14730	175	645-340-46-00	$1,139.55	$1,091.08
14730	21	645-340-21-00	$1,461.21	$1,461.20
14217	18	645-271-02-00	$1,000.08	$882.84
14730	155	645-340-26-00	$1,143.60	$1,095.92
16109	1	645-040-89-07	$1,313.97	$1,092.00
16109	1	645-040-89-08	$1,313.97	$1,092.00
16109	1	645-040-89-09	$1,313.97	$1,092.00
16109	1	645-040-89-10	$1,313.97	$1,092.00
16109	1	645-040-89-11	$896.48	$880.00
16109	1	645-040-89-12	$896.48	$880.00
16109	2	645-040-78-39	$1,259.50	$1,148.70
16109	2	645-040-78-40	$1,270.32	$1,044.94
16109	2	645-040-78-41	$1,270.32	$1,044.94
16109	2	645-040-78-42	$858.80	$842.06
16109	2	645-040-78-43	$858.80	$842.06
16109	1	645-040-89-27	$1,313.97	$1,092.00
16109	1	645-040-89-28	$1,313.97	$1,092.00
16109	1	645-040-89-29	$1,313.97	$1,092.00
16109	1	645-040-89-30	$1,313.97	$1,092.00
16109	1	645-040-89-31	$1,313.97	$1,092.00
16109	1	645-040-89-32	$896.48	$880.00
16109	1	645-040-89-33	$896.48	$880.00
16109	1	645-040-89-34	$896.48	$880.00
16109	1	645-040-89-35	$896.48	$880.00
16109	1	645-040-89-36	$1,313.97	$1,092.00
16109	1	645-040-89-37	$1,313.97	$1,092.00
16109	1	645-040-89-38	$1,313.97	$1,092.00
16109	1	645-040-89-39	$1,313.97	$1,092.00
16109	1	645-040-89-40	$1,313.97	$1,092.00
14730	161	645-340-32-00	$1,176.18	$1,176.18
14217	79	645-271-42-00	$1,000.08	$882.84
14217	17	645-271-01-00	$975.50	$929.92
14730	176	645-340-47-00	$1,176.18	$1,176.18
16109	1	645-040-91-46	$1,542.75	$1,286.40
16109	1	645-040-91-47	$1,542.75	$1,286.40
16109	1	645-040-91-48	$1,542.75	$1,286.40
16109	1	645-040-91-49	$1,542.75	$1,286.40

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-91-50	$1,542.75	$1,286.40
16109	1	645-040-91-51	$1,055.69	$1,036.66
16109	1	645-040-91-52	$1,055.69	$1,036.66
14730	20	645-340-20-00	$1,181.40	$1,181.40
16109	1	645-040-89-41	$1,313.97	$1,092.00
16109	1	645-040-89-42	$1,313.97	$1,092.00
16109	1	645-040-89-43	$1,313.97	$1,092.00
16109	1	645-040-89-44	$1,313.97	$1,092.00
16109	1	645-040-89-45	$1,313.97	$1,092.00
16109	1	645-040-89-46	$896.48	$880.00
16109	1	645-040-89-47	$896.48	$880.00
16109	1	645-040-89-48	$896.48	$880.00
16109	1	645-040-89-49	$896.48	$880.00
16109	1	645-040-89-50	$1,313.97	$1,092.00
16109	1	645-040-89-51	$1,313.97	$1,092.00
16109	1	645-040-89-52	$1,313.97	$1,092.00
16109	1	645-040-89-53	$1,313.97	$1,092.00
16109	1	645-040-89-54	$1,313.97	$1,092.00
14730	160	645-340-31-00	$1,454.80	$1,454.78
14217	16	645-270-16-00	$1,002.97	$887.36
16109	1	645-040-91-33	$1,055.69	$1,036.66
16109	1	645-040-91-34	$1,055.69	$1,036.66
16109	1	645-040-91-38	$1,542.75	$1,286.40
16109	1	645-040-91-39	$1,542.75	$1,286.40
16109	1	645-040-91-36	$1,542.75	$1,286.40
16109	1	645-040-91-37	$1,542.75	$1,286.40
14217	80	645-270-17-00	$979.71	$934.76
16109	1	645-040-91-35	$1,542.75	$1,286.40
14730	177	645-340-48-00	$1,454.80	$1,454.78
14730	19	645-340-19-00	$1,143.60	$1,095.92
14217	15	645-270-15-00	$979.71	$934.76
16109	1	645-040-89-01	$1,313.97	$1,092.00
16109	1	645-040-89-02	$896.48	$880.00
16109	1	645-040-89-03	$1,313.97	$1,092.00
16109	1	645-040-89-04	$1,313.97	$1,092.00
16109	1	645-040-89-05	$896.48	$880.00
16109	1	645-040-89-06	$896.48	$880.00
14217	81	645-270-18-00	$1,042.39	$807.24
16109	1	645-040-91-26	$1,542.75	$1,286.40
16109	1	645-040-91-27	$1,542.75	$1,286.40
16109	1	645-040-91-28	$1,542.75	$1,286.40
16109	1	645-040-91-29	$1,542.75	$1,286.40
16109	1	645-040-91-30	$1,542.75	$1,286.40

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-91-31	$1,055.69	$1,036.66
16109	1	645-040-91-32	$1,055.69	$1,036.66
16109	1	645-040-89-55	$1,313.97	$1,092.00
16109	1	645-040-89-56	$1,313.97	$1,092.00
16109	1	645-040-89-57	$1,313.97	$1,092.00
16109	1	645-040-89-58	$1,313.97	$1,092.00
16109	1	645-040-89-59	$1,313.97	$1,092.00
16109	1	645-040-89-60	$896.48	$880.00
16109	1	645-040-89-61	$896.48	$880.00
16109	1	645-040-89-62	$896.48	$880.00
16109	1	645-040-89-63	$896.48	$880.00
16109	1	645-040-89-64	$1,313.97	$1,092.00
16109	1	645-040-89-65	$1,313.97	$1,092.00
16109	1	645-040-89-66	$1,313.97	$1,092.00
16109	1	645-040-89-67	$1,313.97	$1,092.00
16109	1	645-040-89-68	$1,313.97	$1,092.00
14730	159	645-340-30-00	$1,139.55	$1,091.08
14730	156	645-340-27-00	$1,195.85	$946.40
14217	14	645-270-14-00	$1,042.39	$807.24
16109	1	645-040-91-07	$896.48	$880.00
16109	1	645-040-91-08	$896.48	$880.00
16109	1	645-040-91-09	$1,313.97	$1,092.00
16109	1	645-040-91-10	$1,313.97	$1,092.00
16109	1	645-040-91-11	$1,313.97	$1,092.00
16109	1	645-040-91-12	$1,313.97	$1,092.00
16109	1	645-040-91-13	$1,313.97	$1,092.00
14730	18	645-340-18-00	$1,181.40	$1,181.40
14730	178	645-340-49-00	$1,195.80	$942.22
14217	82	645-270-19-00	$1,002.97	$887.36
16109	2	645-040-78-51	$1,270.32	$1,044.94
16109	2	645-040-78-52	$1,270.32	$1,044.94
16109	2	645-040-78-53	$1,259.50	$1,148.70
16109	2	645-040-78-49	$858.80	$842.06
16109	2	645-040-78-50	$858.80	$842.06
14217	13	645-270-13-00	$979.71	$934.76
16109	1	645-040-91-01	$1,313.97	$1,092.00
16109	1	645-040-91-02	$1,313.97	$1,092.00
16109	1	645-040-91-03	$1,313.97	$1,092.00
16109	1	645-040-91-04	$1,313.97	$1,092.00
16109	1	645-040-91-05	$896.48	$880.00
16109	1	645-040-91-06	$896.48	$880.00
16109	2	645-040-78-54	$1,259.50	$1,148.70
16109	2	645-040-78-55	$1,270.32	$1,044.94

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-56	$1,270.32	$1,044.94
16109	2	645-040-78-57	$858.80	$842.06
16109	2	645-040-78-58	$858.80	$842.06
16109	1	645-040-89-69	$1,542.75	$1,286.40
16109	1	645-040-89-70	$1,542.75	$1,286.40
16109	1	645-040-89-71	$1,542.75	$1,286.40
16109	1	645-040-89-72	$1,542.75	$1,286.40
16109	1	645-040-89-73	$1,542.75	$1,286.40
16109	1	645-040-89-74	$1,055.69	$1,036.66
16109	1	645-040-89-75	$1,055.69	$1,036.66
16109	1	645-040-89-76	$1,055.69	$1,036.66
16109	1	645-040-89-77	$1,055.69	$1,036.66
16109	1	645-040-89-78	$1,542.75	$1,286.40
16109	1	645-040-89-79	$1,542.75	$1,286.40
16109	1	645-040-89-80	$1,542.75	$1,286.40
16109	1	645-040-89-81	$1,542.75	$1,286.40
16109	1	645-040-89-82	$1,542.75	$1,286.40
14730	158	645-340-29-00	$1,176.18	$1,176.18
14730	17	645-340-17-00	$1,461.21	$1,461.20
14217	12	645-270-12-00	$1,002.97	$887.36
16109	1	645-040-91-17	$1,542.75	$1,286.40
16109	1	645-040-91-18	$1,542.75	$1,286.40
16109	1	645-040-91-19	$1,542.75	$1,286.40
16109	1	645-040-91-14	$1,055.69	$1,036.66
16109	1	645-040-91-15	$1,055.69	$1,036.66
16109	1	645-040-91-16	$1,542.75	$1,286.40
16109	1	645-040-89-83	$1,313.97	$1,092.00
16109	1	645-040-89-84	$896.48	$880.00
16109	1	645-040-89-85	$896.48	$880.00
14217	11	645-270-11-00	$1,042.39	$807.24
16109	1	645-040-91-20	$1,542.75	$1,286.40
16109	1	645-040-91-21	$1,542.75	$1,286.40
16109	1	645-040-91-22	$1,542.75	$1,286.40
16109	1	645-040-91-23	$1,542.75	$1,286.40
16109	1	645-040-91-24	$1,055.69	$1,036.66
16109	1	645-040-91-25	$1,055.69	$1,036.66
14730	16	645-340-16-00	$1,181.40	$1,181.40
16109	1	645-040-89-86	$883.22	$866.66
16109	1	645-040-89-87	$883.22	$866.66
16109	1	645-040-89-88	$1,298.43	$1,075.46
16109	1	645-040-89-89	$1,298.43	$1,075.46
16109	1	645-040-89-90	$1,298.43	$1,075.46
16109	1	645-040-89-91	$1,298.43	$1,075.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-79-05	$1,275.27	$1,047.84
16109	2	645-040-79-06	$1,124.06	$1,107.18
16109	2	645-040-79-07	$1,124.06	$1,107.18
16109	2	645-040-79-08	$1,275.27	$1,047.84
14217	C	645-270-68-00	$0.00	$0.00
16109	2	645-040-79-01	$1,275.27	$1,047.84
16109	2	645-040-79-02	$1,124.06	$1,107.18
16109	2	645-040-79-03	$1,124.06	$1,107.18
16109	2	645-040-79-04	$1,275.27	$1,047.84
14730	179	645-340-50-00	$1,176.18	$1,176.18
14217	10	645-270-10-00	$1,002.97	$887.36
16109	1	645-040-91-40	$1,055.69	$1,036.66
16109	1	645-040-91-41	$1,055.69	$1,036.66
16109	1	645-040-91-42	$1,542.75	$1,286.40
16109	1	645-040-91-43	$1,542.75	$1,286.40
16109	1	645-040-91-44	$1,542.75	$1,286.40
16109	1	645-040-91-45	$1,542.75	$1,286.40
16109	1	645-040-73-43	$1,309.56	$1,200.46
16109	1	645-040-73-46	$896.48	$880.00
16109	1	645-040-73-44	$1,313.97	$1,092.00
16109	1	645-040-73-45	$1,313.97	$1,092.00
16109	1	645-040-73-47	$896.48	$880.00
14730	157	645-340-28-00	$1,454.80	$1,454.78
14217	B	645-270-67-00	$0.00	$0.00
14730	15	645-340-15-00	$1,461.21	$1,461.20
14217	9	645-270-09-00	$1,042.39	$807.24
16109	1	645-040-73-48	$896.48	$880.00
16109	1	645-040-73-52	$1,309.56	$1,200.46
16109	1	645-040-73-49	$896.48	$880.00
16109	1	645-040-73-50	$1,313.97	$1,092.00
16109	1	645-040-73-51	$1,313.97	$1,092.00
14217	K	645-270-71-00	$0.00	$0.00
14217	8	645-270-08-00	$1,002.97	$887.36
16109	1	645-040-87-05	$1,309.56	$1,200.46
16109	1	645-040-87-01	$896.48	$880.00
16109	1	645-040-87-02	$896.48	$880.00
16109	1	645-040-87-03	$1,313.97	$1,092.00
16109	1	645-040-87-04	$1,313.97	$1,092.00
14730	14	645-340-14-00	$1,176.18	$1,176.18
16109	1	645-040-73-42	$1,309.56	$1,200.46
16109	1	645-040-73-39	$896.48	$880.00
16109	1	645-040-73-40	$896.48	$880.00
16109	1	645-040-73-41	$1,313.97	$1,092.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	7	645-270-07-00	$979.71	$934.76
14730	1	645-340-01-00	$1,454.80	$1,454.78
16109	1	645-040-87-09	$1,313.97	$1,092.00
16109	1	645-040-87-06	$1,309.56	$1,200.46
16109	1	645-040-87-07	$1,313.97	$1,092.00
16109	1	645-040-87-08	$1,313.97	$1,092.00
16109	1	645-040-87-10	$896.48	$880.00
16109	1	645-040-87-11	$896.48	$880.00
16109	1	645-040-73-36	$1,313.97	$1,092.00
16109	1	645-040-73-37	$896.48	$880.00
16109	1	645-040-73-34	$1,309.56	$1,200.46
16109	1	645-040-73-35	$1,313.97	$1,092.00
16109	1	645-040-73-38	$896.48	$880.00
14730	13	645-340-13-00	$1,454.80	$1,454.78
14217	6	645-270-06-00	$1,002.97	$887.36
16109	1	645-040-87-12	$896.48	$880.00
16109	1	645-040-87-13	$896.48	$880.00
16109	1	645-040-87-14	$1,313.97	$1,092.00
16109	1	645-040-87-15	$1,313.97	$1,092.00
16109	1	645-040-87-16	$1,313.97	$1,092.00
16109	1	645-040-87-17	$1,309.56	$1,200.46
16109	1	645-040-73-30	$896.48	$880.00
16109	1	645-040-73-32	$1,313.97	$1,092.00
16109	1	645-040-73-29	$896.48	$880.00
16109	1	645-040-73-31	$1,313.97	$1,092.00
16109	1	645-040-73-33	$1,309.56	$1,200.46
14730	2	645-340-02-00	$1,139.55	$1,091.08
14217	5	645-270-05-00	$1,042.39	$807.24
16109	1	645-040-87-18	$1,309.56	$1,200.46
16109	1	645-040-87-19	$1,313.97	$1,092.00
16109	1	645-040-87-20	$1,313.97	$1,092.00
16109	1	645-040-87-21	$1,313.97	$1,092.00
16109	1	645-040-87-22	$896.48	$880.00
16109	1	645-040-87-23	$896.48	$880.00
14730	12	645-340-1200	$1,139.55	$1,091.08
16109	1	645-040-73-24	$1,309.56	$1,200.46
16109	1	645-040-73-25	$1,313.97	$1,092.00
16109	1	645-040-73-26	$1,313.97	$1,092.00
16109	1	645-040-73-27	$896.48	$880.00
16109	1	645-040-73-28	$896.48	$880.00
14217	L	645-270-72-00	$0.00	$0.00
14217	4	645-270-04-00	$979.71	$934.76
14730	3	645-340-03-00	$1,139.55	$1,091.08

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-87-24	$896.48	$880.00
16109	1	645-040-87-25	$896.48	$880.00
16109	1	645-040-87-26	$1,313.97	$1,092.00
16109	1	645-040-87-27	$1,313.97	$1,092.00
16109	1	645-040-87-28	$1,313.97	$1,092.00
16109	1	645-040-87-29	$1,309.56	$1,200.46
16109	1	645-040-73-21	$1,313.97	$1,092.00
16109	1	645-040-73-19	$896.48	$880.00
16109	1	645-040-73-20	$896.48	$880.00
16109	1	645-040-73-22	$1,313.97	$1,092.00
16109	1	645-040-73-23	$1,309.56	$1,200.46
14730	11	645-340-11-00	$1,454.80	$1,454.78
14217	3	645-270-03-00	$1,002.97	$887.36
16109	1	645-040-87-32	$1,313.97	$1,092.00
16109	1	645-040-87-30	$1,309.56	$1,200.46
16109	1	645-040-87-31	$1,313.97	$1,092.00
16109	1	645-040-87-33	$1,313.97	$1,092.00
16109	1	645-040-87-34	$896.48	$880.00
16109	1	645-040-87-35	$896.48	$880.00
14217	2	645-270-02-00	$1,042.39	$807.24
16109	1	645-040-87-37	$896.48	$880.00
16109	1	645-040-87-36	$896.48	$880.00
16109	1	645-040-87-38	$1,313.97	$1,092.00
16109	1	645-040-87-39	$1,313.97	$1,092.00
16109	1	645-040-87-40	$1,313.97	$1,092.00
16109	1	645-040-87-41	$1,313.97	$1,092.00
16109	1	645-040-87-42	$1,309.56	$1,200.46
14730	10	645-340-10-00	$1,176.18	$1,176.18
14217	1	645-270-01-00	$979.71	$934.76
14730	4	645-340-04-00	$1,454.80	$1,454.78
16109	1	645-040-87-44	$1,313.97	$1,092.00
16109	1	645-040-87-45	$1,313.97	$1,092.00
16109	1	645-040-87-43	$1,309.56	$1,200.46
16109	1	645-040-87-46	$1,313.97	$1,092.00
16109	1	645-040-87-47	$1,313.97	$1,092.00
16109	1	645-040-87-48	$896.48	$880.00
16109	1	645-040-87-49	$896.48	$880.00
14730	9	645-340-09-00	$1,139.55	$1,091.08
14469	1	645-310-01-00	$1,002.97	$887.36
16109	1	645-040-87-50	$896.48	$880.00
16109	1	645-040-87-51	$896.48	$880.00
16109	1	645-040-87-52	$1,313.97	$1,092.00
16109	1	645-040-87-53	$1,313.97	$1,092.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-87-54	$1,313.97	$1,092.00
16109	1	645-040-87-55	$1,313.97	$1,092.00
16109	1	645-040-87-56	$1,309.56	$1,200.46
16109	1	645-040-73-02	$896.48	$880.00
16109	1	645-040-73-01	$896.48	$880.00
16109	1	645-040-73-03	$1,313.97	$1,092.00
16109	1	645-040-73-04	$1,313.97	$1,092.00
16109	1	645-040-73-05	$1,313.97	$1,092.00
16109	1	645-040-73-06	$1,309.56	$1,200.46
14730	5	645-340-05-00	$1,176.18	$1,176.18
14469	2	645-310-02-00	$979.71	$934.76
14730	8	645-340-08-00	$1,454.80	$1,454.78
14469	3	645-310-03-00	$1,042.39	$807.24
14730	7	645-340-07-00	$1,176.18	$1,176.18
14469	4	645-310-04-00	$979.71	$934.76
14730	6	645-340-06-00	$1,454.80	$1,454.78
14469	5	645-310-05-00	$1,002.97	$887.36
16109	2	645-040-83-34	$858.80	$842.06
16109	2	645-040-83-35	$858.80	$842.06
16109	2	645-040-83-36	$858.80	$842.06
16109	2	645-040-83-37	$858.80	$842.06
16109	2	645-040-83-38	$858.80	$842.06
16109	2	645-040-83-39	$858.80	$842.06
16109	2	645-040-83-40	$858.80	$842.06
16109	2	645-040-83-41	$1,270.32	$1,044.94
16109	2	645-040-83-42	$1,270.32	$1,044.94
16109	2	645-040-83-43	$1,270.32	$1,044.94
16109	2	645-040-83-44	$1,270.32	$1,044.94
16109	2	645-040-80-01	$1,254.73	$1,027.30
16109	2	645-040-80-02	$883.55	$866.66
16109	2	645-040-80-03	$1,254.73	$1,027.30
16109	2	645-040-80-04	$883.55	$866.66
16109	2	645-040-80-05	$1,254.73	$1,027.30
16109	2	645-040-79-13	$1,259.50	$1,148.70
16109	2	645-040-79-15	$905.77	$905.76
16109	2	645-040-79-16	$858.80	$842.06
16109	2	645-040-79-17	$905.77	$905.76
16109	2	645-040-79-18	$1,259.50	$1,148.70
16109	2	645-040-79-09	$1,259.50	$1,148.70
16109	2	645-040-79-10	$905.77	$905.76
16109	2	645-040-79-11	$0.00	$0.00
16109	2	645-040-79-12	$905.77	$905.76
16109	2	645-040-79-14	$1,259.50	$1,148.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	6	645-310-06-00	$979.71	$934.76
14469	A	645-310-41-00	$0.00	$0.00
14469	148	645-312-49-00	$1,019.35	$905.42
14469	24	645-310-24-00	$998.04	$953.74
14469	140	645-312-41-00	$998.04	$953.74
14469	B	645-310-42-00	$0.00	$0.00
14469	139	645-312-40-00	$1,055.41	$823.62
14469	7	645-310-07-00	$1,055.41	$823.62
14469	147	645-312-48-00	$1,019.35	$905.42
14469	25	645-310-25-00	$1,019.35	$905.42
14469	141	645-312-42-00	$1,019.35	$905.42
14469	23	645-310-23-00	$998.04	$953.74
14469	8	645-310-08-00	$1,019.35	$905.42
14469	146	645-312-47-00	$1,019.35	$905.42
14469	26	645-310-26-00	$998.04	$953.74
14469	142	645-312-43-00	$998.04	$953.74
14469	22	645-310-22-00	$1,055.41	$823.62
14469	145	645-312-46-00	$1,019.35	$905.42
14469	27	645-310-27-00	$1,019.35	$905.42
14469	143	645-312-44-00	$1,019.35	$905.42
14469	144	645-312-45-00	$998.04	$953.74
14469	28	645-310-28-00	$1,055.41	$823.62
16109	2	645-040-80-06	$1,259.50	$1,148.70
16109	2	645-040-80-07	$905.77	$905.76
16109	2	645-040-80-08	$858.80	$842.06
16109	2	645-040-80-09	$905.77	$905.76
16109	2	645-040-80-10	$1,259.50	$1,148.70
16109	2	645-040-80-11	$1,259.50	$1,148.70
16109	2	645-040-80-12	$905.77	$905.76
16109	2	645-040-80-13	$858.80	$842.06
16109	2	645-040-80-14	$905.77	$905.76
16109	2	645-040-80-15	$1,259.50	$1,148.70
16109	2	645-040-79-19	$1,259.50	$1,148.70
16109	2	645-040-79-20	$905.77	$905.76
16109	2	645-040-79-21	$858.80	$842.06
16109	2	645-040-79-22	$905.77	$905.76
16109	2	645-040-79-23	$1,259.50	$1,148.70
16109	2	645-040-79-24	$1,259.50	$1,148.70
16109	2	645-040-79-25	$905.77	$905.76
16109	2	645-040-79-26	$858.80	$842.06
16109	2	645-040-79-27	$905.77	$905.76
16109	2	645-040-79-28	$1,259.50	$1,148.70
14469	110	645-312-11-00	$998.04	$953.74

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	29	645-310-29-00	$1,019.35	$905.42
14469	109	645-312-10-00	$1,019.35	$905.42
14469	30	645-310-30-00	$1,081.43	$961.60
14469	108	645-312-09-00	$998.04	$953.74
14469	31	645-310-31-00	$1,059.49	$1,012.90
14469	107	645-312-08-00	$1,055.41	$823.62
14469	32	645-310-32-00	$1,081.43	$961.60
14469	106	645-312-07-00	$1,019.35	$905.42
14469	33	645-310-33-00	$1,059.49	$1,012.90
16109	2	645-040-80-16	$1,294.06	$1,182.26
16109	2	645-040-80-17	$1,254.73	$1,027.30
16109	2	645-040-80-18	$883.55	$866.66
16109	2	645-040-80-19	$932.23	$932.22
16109	2	645-040-80-20	$1,294.06	$1,182.26
16109	2	645-040-80-21	$1,294.06	$1,182.26
16109	2	645-040-80-22	$1,254.73	$1,027.30
16109	2	645-040-80-23	$883.55	$866.66
16109	2	645-040-80-24	$932.23	$932.22
16109	2	645-040-80-25	$1,294.06	$1,182.26
16109	2	645-040-79-29	$1,317.70	$1,205.90
16109	2	645-040-79-30	$1,275.27	$1,047.84
16109	2	645-040-79-31	$1,124.06	$1,107.18
16109	2	645-040-79-32	$1,107.19	$1,107.18
16109	2	645-040-79-33	$1,317.70	$1,205.90
16109	2	645-040-79-34	$1,317.70	$1,205.90
16109	2	645-040-79-35	$1,275.27	$1,047.84
16109	2	645-040-79-36	$1,102.35	$1,085.46
16109	2	645-040-79-37	$1,085.48	$1,085.46
16109	2	645-040-79-38	$1,294.06	$1,182.26
14469	105	645-312-06-00	$998.04	$953.74
14469	34	645-310-34-00	$1,081.43	$961.60
14469	C	645-312-62-00	$0.00	$0.00
14469	104	645-312-05-00	$1,019.35	$905.42
14469	35	645-310-35-00	$1,059.49	$1,012.90
14469	103	645-312-04-00	$998.04	$953.74
14469	36	645-310-36-00	$1,118.46	$874.72
14469	102	645-312-03-00	$1,019.35	$905.42
14469	37	645-310-37-00	$1,081.43	$961.60
14469	101	645-312-02-00	$998.04	$953.74
14469	38	645-310-38-00	$1,118.46	$874.72
16109	2	645-040-80-26	$1,294.06	$1,182.26
16109	2	645-040-80-27	$1,254.73	$1,027.30
16109	2	645-040-80-28	$883.55	$866.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-80-29	$932.23	$932.22
16109	2	645-040-80-30	$1,294.06	$1,182.26
16109	2	645-040-80-31	$1,294.06	$1,182.26
16109	2	645-040-80-32	$1,254.73	$1,027.30
16109	2	645-040-80-33	$883.55	$866.66
16109	2	645-040-80-34	$932.23	$932.22
16109	2	645-040-80-35	$1,294.06	$1,182.26
16109	2	645-040-79-39	$1,294.06	$1,182.26
16109	2	645-040-79-40	$1,254.73	$1,027.30
16109	2	645-040-79-41	$883.55	$866.66
16109	2	645-040-79-42	$932.23	$932.22
16109	2	645-040-79-43	$1,294.06	$1,182.26
16109	2	645-040-79-44	$1,294.06	$1,182.26
16109	2	645-040-79-45	$1,254.73	$1,027.30
16109	2	645-040-79-46	$883.55	$866.66
16109	2	645-040-79-47	$932.23	$932.22
16109	2	645-040-79-48	$1,294.06	$1,182.26
14469	100	645-312-01-00	$1,019.35	$905.42
14469	39	645-310-39-00	$1,081.43	$961.60
14469	40	645-310-40-00	$1,059.49	$1,012.90
16109	2	645-040-80-36	$1,294.06	$1,182.26
16109	2	645-040-80-37	$932.23	$932.22
16109	2	645-040-80-38	$883.55	$866.66
16109	2	645-040-80-39	$1,294.06	$1,182.26
16109	2	645-040-80-40	$1,294.06	$1,182.26
16109	2	645-040-80-41	$932.23	$932.22
16109	2	645-040-80-42	$883.55	$866.66
16109	2	645-040-80-43	$1,294.06	$1,182.26
16109	2	645-040-79-55	$1,254.73	$1,027.30
16109	2	645-040-79-56	$883.55	$866.66
16109	2	645-040-79-57	$932.23	$932.22
16109	2	645-040-79-58	$1,294.06	$1,182.26
16109	2	645-040-79-59	$1,294.06	$1,182.26
16109	2	645-040-79-60	$1,254.73	$1,027.30
16109	2	645-040-79-61	$883.55	$866.66
16109	2	645-040-79-62	$932.23	$932.22
16109	2	645-040-79-63	$1,294.06	$1,182.26
16109	2	645-040-79-54	$1,294.06	$1,182.26
16109	2	645-040-85-15	$1,291.86	$1,182.26
16109	2	645-040-85-16	$1,298.43	$1,075.46
16109	2	645-040-85-17	$1,298.43	$1,075.46
16109	2	645-040-85-18	$1,298.43	$1,075.46
16109	2	645-040-85-19	$1,298.43	$1,075.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-20	$883.22	$866.66
16109	2	645-040-85-21	$883.22	$866.66
16109	2	645-040-85-01	$883.22	$866.66
16109	2	645-040-85-02	$883.22	$866.66
16109	2	645-040-85-03	$1,298.43	$1,075.46
16109	2	645-040-85-04	$1,291.86	$1,182.26
16109	2	645-040-85-53	$1,291.86	$1,182.26
16109	2	645-040-85-54	$1,298.43	$1,075.46
16109	2	645-040-85-55	$1,298.43	$1,075.46
16109	2	645-040-85-56	$1,298.43	$1,075.46
16109	2	645-040-85-57	$883.22	$866.66
16109	2	645-040-85-58	$883.22	$866.66
16109	2	645-040-83-23	$858.80	$842.06
16109	2	645-040-83-24	$858.80	$842.06
16109	2	645-040-83-25	$858.80	$842.06
16109	2	645-040-83-26	$858.80	$842.06
16109	2	645-040-83-27	$858.80	$842.06
16109	2	645-040-83-28	$858.80	$842.06
16109	2	645-040-83-29	$858.80	$842.06
16109	2	645-040-83-30	$1,270.32	$1,044.94
16109	2	645-040-83-31	$1,270.32	$1,044.94
16109	2	645-040-83-32	$1,270.32	$1,044.94
16109	2	645-040-83-33	$1,270.32	$1,044.94
16109	2	645-040-85-22	$883.22	$866.66
16109	2	645-040-85-23	$883.22	$866.66
16109	2	645-040-85-24	$1,298.43	$1,075.46
16109	2	645-040-85-25	$1,298.43	$1,075.46
16109	2	645-040-85-26	$1,298.43	$1,075.46
16109	2	645-040-85-27	$1,298.43	$1,075.46
16109	2	645-040-85-28	$1,291.86	$1,182.26
16109	2	645-040-85-41	$883.22	$866.66
16109	2	645-040-85-42	$883.22	$866.66
16109	2	645-040-85-43	$1,298.43	$1,075.46
16109	2	645-040-85-44	$1,298.43	$1,075.46
16109	2	645-040-85-45	$1,298.43	$1,075.46
16109	2	645-040-85-46	$1,291.86	$1,182.26
16109	2	645-040-85-05	$1,291.86	$1,182.26
16109	2	645-040-85-06	$1,298.43	$1,075.46
16109	2	645-040-85-07	$883.22	$866.66
16109	2	645-040-85-08	$883.22	$866.66
16109	2	645-040-85-09	$1,291.86	$1,182.26
16109	2	645-040-85-10	$1,298.43	$1,075.46
16109	2	645-040-85-11	$1,298.43	$1,075.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-12	$1,298.43	$1,075.46
16109	2	645-040-85-13	$883.22	$866.66
16109	2	645-040-85-14	$883.22	$866.66
16109	2	645-040-85-47	$883.22	$866.66
16109	2	645-040-85-48	$883.22	$866.66
16109	2	645-040-85-49	$1,298.43	$1,075.46
16109	2	645-040-85-50	$1,298.43	$1,075.46
16109	2	645-040-85-51	$1,298.43	$1,075.46
16109	2	645-040-85-52	$1,291.86	$1,182.26
16109	2	645-040-85-29	$883.22	$866.66
16109	2	645-040-85-30	$883.22	$866.66
16109	2	645-040-85-31	$1,298.43	$1,075.46
16109	2	645-040-85-32	$1,291.86	$1,182.26
16109	2	645-040-85-37	$1,291.86	$1,182.26
16109	2	645-040-85-38	$1,298.43	$1,075.46
16109	2	645-040-85-39	$883.22	$866.66
16109	2	645-040-85-40	$883.22	$866.66
16413	2	645-410-02-01	$1,670.90	$1,536.66
16413	2	645-410-02-02	$1,670.93	$1,397.84
16413	2	645-410-02-03	$1,670.93	$1,397.84
16413	2	645-410-02-04	$1,670.93	$1,397.84
16413	2	645-410-02-05	$1,670.93	$1,397.84
16413	2	645-410-02-06	$1,146.74	$1,126.46
16413	2	645-410-02-07	$1,146.77	$1,003.42
16413	2	645-410-02-08	$1,146.77	$1,003.42
16413	2	645-410-02-09	$1,146.74	$1,126.46
16413	2	645-410-02-10	$1,670.93	$1,397.84
16413	2	645-410-02-11	$1,670.93	$1,397.84
16413	2	645-410-02-12	$1,670.93	$1,397.84
16413	2	645-410-02-13	$1,670.93	$1,397.84
16413	2	645-410-02-14	$1,670.90	$1,536.66
16413	2	645-410-02-15	$1,670.90	$1,536.66
16413	2	645-410-02-16	$1,670.93	$1,397.84
16413	2	645-410-02-17	$1,670.93	$1,397.84
16413	2	645-410-02-18	$1,670.93	$1,397.84
16413	2	645-410-02-19	$1,146.77	$1,003.42
16413	2	645-410-02-20	$1,146.74	$1,126.46
16413	2	645-410-02-21	$1,146.74	$1,126.46
16413	2	645-410-02-22	$1,146.77	$1,003.42
16413	2	645-410-02-23	$1,670.93	$1,397.84
16413	2	645-410-02-24	$1,670.93	$1,397.84
16413	2	645-410-02-25	$1,670.93	$1,397.84
16413	2	645-410-02-26	$1,670.90	$1,536.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-11-13	$1,670.90	$1,536.66
16413	2	645-410-11-14	$1,670.93	$1,397.84
16413	2	645-410-11-15	$1,670.93	$1,397.84
16413	2	645-410-11-16	$1,670.93	$1,397.84
16413	2	645-410-11-17	$1,670.93	$1,397.84
16413	2	645-410-11-18	$1,146.74	$1,126.46
16413	2	645-410-11-19	$1,146.77	$1,003.42
16413	2	645-410-10-01	$1,670.90	$1,536.66
16413	2	645-410-10-02	$1,670.93	$1,397.84
16413	2	645-410-10-03	$1,670.93	$1,397.84
16413	2	645-410-10-04	$1,670.93	$1,397.84
16413	2	645-410-10-05	$1,670.93	$1,397.84
16413	2	645-410-10-06	$1,146.74	$1,126.46
16413	2	645-410-10-07	$1,146.77	$1,003.42
16413	2	645-410-11-21	$1,146.74	$1,126.46
16413	2	645-410-11-22	$1,670.93	$1,397.84
16413	2	645-410-11-23	$1,670.93	$1,397.84
16413	2	645-410-11-24	$1,670.93	$1,397.84
16413	2	645-410-11-25	$1,670.93	$1,397.84
16413	2	645-410-11-26	$1,670.90	$1,536.66
16413	2	645-410-11-20	$1,146.77	$1,003.42
16413	2	645-410-10-10	$1,670.93	$1,397.84
16413	2	645-410-10-08	$1,146.77	$1,003.42
16413	2	645-410-10-09	$1,146.74	$1,126.46
16413	2	645-410-10-11	$1,670.93	$1,397.84
16413	2	645-410-10-12	$1,670.93	$1,397.84
16413	2	645-410-10-13	$1,670.93	$1,397.84
16413	2	645-410-10-14	$1,670.90	$1,536.66
16413	2	645-410-02-27	$1,540.17	$1,414.16
16413	2	645-410-02-28	$1,542.75	$1,286.40
16413	2	645-410-02-29	$1,542.75	$1,286.40
16413	2	645-410-02-30	$1,542.75	$1,286.40
16413	2	645-410-02-31	$1,057.98	$923.42
16413	2	645-410-02-32	$1,055.69	$1,036.66
16413	2	645-410-11-27	$1,670.90	$1,536.66
16413	2	645-410-11-28	$1,670.93	$1,397.84
16413	2	645-410-11-29	$1,670.93	$1,397.84
16413	2	645-410-11-30	$1,670.93	$1,397.84
16413	2	645-410-11-31	$1,670.93	$1,397.84
16413	2	645-410-11-32	$1,146.74	$1,126.46
16413	2	645-410-11-33	$1,146.77	$1,003.42
16413	2	645-410-10-15	$1,670.90	$1,536.66
16413	2	645-410-10-16	$1,670.93	$1,397.84

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-17	$1,670.93	$1,397.84
16413	2	645-410-10-18	$1,670.93	$1,397.84
16413	2	645-410-10-19	$1,670.93	$1,397.84
16413	2	645-410-10-20	$1,146.74	$1,126.46
16413	2	645-410-10-21	$1,146.77	$1,003.42
16413	2	645-410-02-33	$1,055.69	$1,036.66
16413	2	645-410-02-34	$1,057.98	$923.42
16413	2	645-410-02-35	$1,542.75	$1,286.40
16413	2	645-410-02-36	$1,542.75	$1,286.40
16413	2	645-410-02-37	$1,542.75	$1,286.40
16413	2	645-410-02-38	$1,540.17	$1,414.16
16413	2	645-410-11-34	$1,146.77	$1,003.42
16413	2	645-410-11-35	$1,146.74	$1,126.46
16413	2	645-410-11-36	$1,670.93	$1,397.84
16413	2	645-410-11-37	$1,670.93	$1,397.84
16413	2	645-410-11-38	$1,670.93	$1,397.84
16413	2	645-410-11-39	$1,670.93	$1,397.84
16413	2	645-410-11-40	$1,670.90	$1,536.66
16413	2	645-410-10-22	$1,146.77	$1,003.42
16413	2	645-410-10-23	$1,146.74	$1,126.46
16413	2	645-410-10-24	$1,670.93	$1,397.84
16413	2	645-410-10-25	$1,670.93	$1,397.84
16413	2	645-410-10-26	$1,670.93	$1,397.84
16413	2	645-410-10-27	$1,670.93	$1,397.84
16413	2	645-410-10-28	$1,670.90	$1,536.66
16413	2	645-410-02-39	$1,540.17	$1,414.16
16413	2	645-410-02-40	$1,542.75	$1,286.40
16413	2	645-410-02-41	$1,542.75	$1,286.40
16413	2	645-410-02-42	$1,542.75	$1,286.40
16413	2	645-410-02-43	$1,057.98	$923.42
16413	2	645-410-02-44	$1,055.69	$1,036.66
16413	2	645-410-11-41	$1,670.90	$1,536.66
16413	2	645-410-11-42	$1,670.93	$1,397.84
16413	2	645-410-11-43	$1,670.93	$1,397.84
16413	2	645-410-11-44	$1,670.93	$1,397.84
16413	2	645-410-11-45	$1,670.93	$1,397.84
16413	2	645-410-11-46	$1,146.74	$1,126.46
16413	2	645-410-11-47	$1,146.77	$1,003.42
16413	2	645-410-10-35	$1,146.77	$1,003.42
16413	2	645-410-10-29	$1,670.90	$1,536.66
16413	2	645-410-10-30	$1,670.93	$1,397.84
16413	2	645-410-10-31	$1,670.93	$1,397.84
16413	2	645-410-10-32	$1,670.93	$1,397.84

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-33	$1,670.93	$1,397.84
16413	2	645-410-10-34	$1,146.74	$1,126.46
16413	2	645-410-02-45	$1,055.69	$1,036.66
16413	2	645-410-02-46	$1,057.98	$923.42
16413	2	645-410-02-47	$1,542.75	$1,286.40
16413	2	645-410-02-48	$1,542.75	$1,286.40
16413	2	645-410-02-49	$1,540.17	$1,414.16
16413	2	645-410-11-48	$1,057.98	$923.42
16413	2	645-410-11-49	$1,055.69	$1,036.66
16413	2	645-410-11-50	$1,542.75	$1,286.40
16413	2	645-410-11-51	$1,542.75	$1,286.40
16413	2	645-410-11-52	$1,542.75	$1,286.40
16413	2	645-410-11-53	$1,542.75	$1,286.40
16413	2	645-410-11-54	$1,540.17	$1,414.16
16413	2	645-410-10-36	$1,057.98	$923.42
16413	2	645-410-10-37	$1,055.69	$1,036.66
16413	2	645-410-10-38	$1,542.75	$1,286.40
16413	2	645-410-10-39	$1,542.75	$1,286.40
16413	2	645-410-10-40	$1,542.75	$1,286.40
16413	2	645-410-10-41	$1,542.75	$1,286.40
16413	2	645-410-10-42	$1,540.17	$1,414.16
16413	2	645-410-02-50	$1,670.90	$1,536.66
16413	2	645-410-02-51	$1,670.93	$1,397.84
16413	2	645-410-02-52	$1,670.93	$1,397.84
16413	2	645-410-02-53	$1,146.77	$1,003.42
16413	2	645-410-02-54	$1,146.74	$1,126.46
16413	2	645-410-11-55	$1,540.17	$1,414.16
16413	2	645-410-11-56	$1,542.75	$1,286.40
16413	2	645-410-11-57	$1,542.75	$1,286.40
16413	2	645-410-11-58	$1,542.75	$1,286.40
16413	2	645-410-11-59	$1,542.75	$1,286.40
16413	2	645-410-11-60	$1,055.69	$1,036.66
16413	2	645-410-11-61	$1,057.98	$923.42
16413	2	645-410-10-43	$1,540.17	$1,414.16
16413	2	645-410-10-44	$1,542.75	$1,286.40
16413	2	645-410-10-45	$1,542.75	$1,286.40
16413	2	645-410-10-46	$1,542.75	$1,286.40
16413	2	645-410-10-47	$1,542.75	$1,286.40
16413	2	645-410-10-48	$1,055.69	$1,036.66
16413	2	645-410-10-49	$1,057.98	$923.42
16413	2	645-410-02-55	$1,055.69	$1,036.66
16413	2	645-410-02-56	$1,057.98	$923.42
16413	2	645-410-02-57	$1,542.75	$1,286.40

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-02-58	$1,542.75	$1,286.40
16413	2	645-410-02-59	$1,540.17	$1,414.16
16413	2	645-410-11-62	$1,057.98	$923.42
16413	2	645-410-11-63	$1,055.69	$1,036.66
16413	2	645-410-11-64	$1,542.75	$1,286.40
16413	2	645-410-11-65	$1,542.75	$1,286.40
16413	2	645-410-11-66	$1,542.75	$1,286.40
16413	2	645-410-11-67	$1,542.75	$1,286.40
16413	2	645-410-11-68	$1,540.17	$1,414.16
16413	2	645-410-10-50	$1,057.98	$923.42
16413	2	645-410-10-51	$1,055.69	$1,036.66
16413	2	645-410-10-52	$1,542.75	$1,286.40
16413	2	645-410-10-53	$1,542.75	$1,286.40
16413	2	645-410-10-54	$1,542.75	$1,286.40
16413	2	645-410-10-55	$1,542.75	$1,286.40
16413	2	645-410-10-56	$1,540.17	$1,414.16
16109	2	645-040-85-33	$1,291.86	$1,182.26
16109	2	645-040-85-34	$1,298.43	$1,075.46
16109	2	645-040-85-35	$883.22	$866.66
16109	2	645-040-85-36	$883.22	$866.66
16109	2	645-040-85-71	$1,291.86	$1,182.26
16109	2	645-040-85-72	$1,298.43	$1,075.46
16109	2	645-040-85-73	$883.22	$866.66
16109	2	645-040-85-74	$883.22	$866.66
16109	2	645-040-85-59	$883.22	$866.66
16109	2	645-040-85-60	$883.22	$866.66
16109	2	645-040-85-61	$1,298.43	$1,075.46
16109	2	645-040-85-62	$1,291.86	$1,182.26
16109	2	645-040-85-67	$883.22	$866.66
16109	2	645-040-85-68	$883.22	$866.66
16109	2	645-040-85-69	$1,298.43	$1,075.46
16109	2	645-040-85-70	$1,291.86	$1,182.26
16109	2	645-040-85-63	$1,291.86	$1,182.26
16109	2	645-040-85-64	$1,298.43	$1,075.46
16109	2	645-040-85-65	$883.22	$866.66
16109	2	645-040-85-66	$883.22	$866.66
15496	1	645-390-01-00	$249,707.94	$249,707.92
13882	1	645-180-01-00	$0.00	$0.00
13882	PAR A	645-180-15-00	$0.00	$0.00
13882	7	645-280-27-00	$0.00	$0.00
20074	PAR 1	645-280-25-30	$0.00	$0.00
20074	PAR 1	645-280-25-31	$0.00	$0.00
20074	PAR 1	645-280-25-32	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
20074	PAR 1	645-280-25-33	$0.00	$0.00
20074	PAR 1	645-280-25-34	$0.00	$0.00
20074	PAR 1	645-280-25-35	$0.00	$0.00
20074	PAR 1	645-280-25-36	$0.00	$0.00
20074	PAR 1	645-280-25-02	$0.00	$0.00
20074	PAR 1	645-280-25-07	$0.00	$0.00
20074	PAR 1	645-280-25-01	$0.00	$0.00
20074	PAR 1	645-280-25-03	$0.00	$0.00
20074	PAR 1	645-280-25-04	$0.00	$0.00
20074	PAR 1	645-280-25-05	$0.00	$0.00
20074	PAR 1	645-280-25-06	$0.00	$0.00
20074	PAR 1	645-280-25-18	$0.00	$0.00
20074	PAR 1	645-280-25-20	$0.00	$0.00
20074	PAR 1	645-280-25-22	$0.00	$0.00
20074	PAR 1	645-280-25-23	$0.00	$0.00
20074	PAR 1	645-280-25-21	$0.00	$0.00
20074	PAR 1	645-280-25-17	$0.00	$0.00
20074	PAR 1	645-280-25-19	$0.00	$0.00
13882	PAR B	645-180-18-00	$0.00	$0.00
20074	PAR 1	645-280-25-24	$0.00	$0.00
20074	PAR 1	645-280-25-26	$0.00	$0.00
20074	PAR 1	645-280-25-29	$0.00	$0.00
20074	PAR 1	645-280-25-25	$0.00	$0.00
20074	PAR 1	645-280-25-27	$0.00	$0.00
20074	PAR 1	645-280-25-28	$0.00	$0.00
15157	PAR 3	645-380-14-00	$0.00	$0.00
20074	PAR 1	645-280-25-08	$0.00	$0.00
20074	PAR 1	645-280-25-09	$0.00	$0.00
20074	PAR 1	645-280-25-11	$0.00	$0.00
20074	PAR 1	645-280-25-10	$0.00	$0.00
20074	PAR 1	645-280-25-15	$0.00	$0.00
20074	PAR 1	645-280-25-16	$0.00	$0.00
20074	PAR 1	645-280-25-12	$0.00	$0.00
20074	PAR 1	645-280-25-13	$0.00	$0.00
20074	PAR 1	645-280-25-14	$0.00	$0.00
13610	10	645-130-10-00	$945.09	$898.48
13530	9	645-110-09-00	$1,019.73	$775.92
13530	10	645-110-10-00	$1,019.73	$775.92
13610	9	645-130-09-00	$972.84	$853.00
13610	8	645-130-08-00	$972.84	$853.00
13610	42	645-130-42-00	$945.09	$898.48
13530	8	645-110-08-00	$972.84	$853.00
13610	43	645-130-43-00	$945.09	$898.48

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	PAR 2	645-110-30-00	$976.41	$929.92
13610	7	645-130-07-00	$945.09	$898.48
13610	11	645-130-11-00	$972.84	$853.00
13610	44	645-130-44-00	$972.84	$853.00
13530	26	645-110-26-00	$1,046.32	$732.10
13530	PAR 3	645-110-31-00	$976.41	$929.92
13610	6	645-130-06-00	$945.09	$898.48
13610	45	645-130-45-00	$945.09	$898.48
13610	64	645-130-64-00	$945.09	$898.48
13530	PAR 1	645-110-29-00	$976.41	$929.92
13610	12	645-130-12-00	$945.09	$898.48
13530	27	645-110-27-00	$1,019.73	$775.92
13610	46	645-130-46-00	$945.09	$898.48
13610	5	645-130-05-00	$945.09	$898.48
13530	PAR 4	645-110-32-00	$1,002.43	$882.84
13610	47	645-130-47-00	$972.84	$853.00
13530	28	645-111-01-00	$972.84	$853.00
13610	13	645-130-13-00	$945.09	$898.48
13610	63	645-130-63-00	$972.84	$853.00
13610	18	645-130-18-00	$972.84	$853.00
13610	48	645-130-48-00	$945.09	$898.48
13610	4	645-130-04-00	$972.84	$853.00
13610	62	645-130-62-00	$945.09	$898.48
13610	14	645-130-14-00	$945.09	$898.48
13610	17	645-130-17-00	$945.09	$898.48
13610	49	645-130-49-00	$945.09	$898.48
13610	50	645-130-50-00	$945.09	$898.48
13610	3	645-130-03-00	$945.09	$898.48
13610	15	645-130-15-00	$945.09	$898.48
13610	61	645-130-61-00	$945.09	$898.48
13610	51	645-130-51-00	$945.09	$898.48
13610	2	645-130-02-00	$945.09	$898.48
13610	52	645-130-52-00	$945.09	$898.48
13610	16	645-130-16-00	$945.09	$898.48
14900	18	645-370-18-00	$1,107.68	$1,107.66
14900	17	645-370-17-00	$1,073.80	$1,027.52
13610	1	645-130-01-00	$972.84	$853.00
14900	5	645-370-05-00	$1,107.68	$1,107.66
14900	16	645-370-16-00	$1,107.68	$1,107.66
14900	6	645-370-06-00	$1,107.68	$1,107.66
14900	4	645-370-04-00	$1,073.80	$1,027.52
14900	15	645-370-15-00	$1,073.80	$1,027.52
13530	93	645-111-37-00	$972.84	$853.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19831	PAR 1	645-370-54-00	$1,107.68	$1,107.66
14900	3	645-370-03-00	$1,107.68	$1,107.66
14900	14	645-370-14-00	$1,107.68	$1,107.66
19831	PAR 2	645-370-55-00	$1,073.80	$1,027.52
13610	60	645-130-60-00	$945.09	$898.48
14900	2	645-370-02-00	$1,107.68	$1,107.66
14900	13	645-370-13-00	$1,107.68	$1,107.66
13530	94	645-111-38-00	$1,019.73	$775.92
14900	9	645-370-09-00	$1,107.68	$1,107.66
14900	1	645-370-01-00	$1,073.80	$1,027.52
13610	59	645-130-59-00	$972.84	$853.00
14900	47	645-370-47-00	$1,073.80	$1,027.52
14900	19	645-370-19-00	$1,073.80	$1,027.52
14900	31	645-370-31-00	$1,107.68	$1,107.66
13530	110	645-111-54-00	$945.09	$898.48
14900	46	645-370-46-00	$1,107.68	$1,107.66
14900	20	645-370-20-00	$1,107.68	$1,107.66
14900	30	645-370-30-00	$1,073.80	$1,027.52
13610	58	645-130-58-00	$945.09	$898.48
14900	45	645-370-45-00	$1,107.68	$1,107.66
14900	34	645-370-34-00	$1,073.80	$1,027.52
14900	21	645-370-21-00	$1,107.68	$1,107.66
14900	35	645-370-35-00	$1,073.80	$1,027.52
14900	10	645-370-10-00	$1,107.68	$1,107.66
14900	29	645-370-29-00	$1,107.68	$1,107.66
13530	111	645-111-55-00	$972.84	$853.00
14900	44	645-370-44-00	$1,073.80	$1,027.52
14900	33	645-370-33-00	$1,107.68	$1,107.66
14900	22	645-370-22-00	$1,073.80	$1,027.52
14900	36	645-370-36-00	$1,107.68	$1,107.66
14900	11	645-370-11-00	$1,073.80	$1,027.52
14900	28	645-370-28-00	$1,073.80	$1,027.52
13610	57	645-130-57-00	$945.09	$898.48
14900	43	645-370-43-00	$1,107.68	$1,107.66
14900	32	645-370-32-00	$1,107.68	$1,107.66
14900	23	645-370-23-00	$1,107.68	$1,107.66
14900	37	645-370-37-00	$1,107.68	$1,107.66
14900	12	645-370-12-00	$1,073.80	$1,027.52
14900	27	645-370-27-00	$1,107.68	$1,107.66
13530	112	645-111-56-00	$945.09	$898.48
14900	42	645-370-42-00	$1,073.80	$1,027.52
14900	24	645-370-24-00	$1,107.68	$1,107.66
14900	26	645-370-26-00	$1,073.80	$1,027.52

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14900	38	645-370-38-00	$1,073.80	$1,027.52
13610	56	645-130-56-00	$945.09	$898.48
14900	41	645-370-41-00	$1,107.68	$1,107.66
14900	25	645-370-25-00	$1,073.80	$1,027.52
14900	40	645-370-40-00	$1,073.80	$1,027.52
13610	55	645-130-55-00	$945.09	$898.48
14900	39	645-370-39-00	$1,107.68	$1,107.66
13610	54	645-130-54-00	$945.09	$898.48
13610	53	645-130-53-00	$972.84	$853.00
14730	A	645-370-48-00	$0.00	$0.00
14900	B	645-370-49-00	$0.00	$0.00
14900	C	645-370-50-00	$0.00	$0.00
14900	D	645-370-51-00	$0.00	$0.00
14900	E	645-370-52-00	$0.00	$0.00
13882	4	645-180-04-00	$0.00	$0.00
13882	5	645-180-05-00	$0.00	$0.00
13882	PAR B	645-180-16-00	$0.00	$0.00
13882	12	645-180-12-00	$17,478.52	$0.00
13882	13	645-180-13-00	$13,655.09	$0.00
13882	14	645-180-14-00	$13,655.09	$0.00
N/A	A	645-280-23-00	$0.00	$0.00
14730	B	645-341-75-00	$0.00	$0.00
14730	F	645-341-76-00	$0.00	$0.00
14730	G	645-341-77-00	$0.00	$0.00
N/A	N/A	645-040-65-00	$0.00	$0.00
N/A	N/A	645-040-67-00	$0.00	$0.00
N/A	N/A	645-040-72-00	$50,387.29	$0.00
16109	2	645-040-81-00	$0.00	$0.00
16109	2	645-040-82-00	$0.00	$0.00
16109	2	645-040-84-00	$0.00	$0.00
13610	30	645-130-30-00	$945.09	$898.48
15496	A	645-390-04-00	$0.00	$0.00
15496	D	645-390-07-00	$0.00	$0.00
15157	3	645-380-03-00	$15,020.60	$0.00
15157	4	645-380-04-00	$59,672.75	$0.00
15157	5	645-380-05-00	$15,020.60	$0.00
15157	A	645-380-11-00	$0.00	$0.00
14730	NA	645-340-52-00	$0.00	$0.00
13610	A	645-130-65-00	$0.00	$0.00
14900	F	645-370-53-00	$0.00	$0.00
15496	2	645-390-02-00	$3,335.27	$3,287.60
15496	2	645-390-02-00	$236,805.12	$236,805.12
15496	C	645-390-06-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
15496	E	645-390-08-00	$0.00	$0.00
N/A	3	645-040-75-00	$0.00	$0.00
N/A	N/A	645-040-76-00	$0.00	$0.00
16109	2	645-040-86-00	$0.00	$0.00
13530	PAR 3	645-113-13-00	$0.00	$0.00
13613	E	645-142-36-00	$0.00	$0.00
15496	3	645-390-03-00	$33,728.08	$0.00
15496	B	645-390-05-00	$0.00	$0.00
14730	E	645-060-42-00	$0.00	$0.00
14730	180	645-060-43-14	$889.50	$889.50
14730	180	645-060-46-00	$0.00	$0.00
14551	1	645-090-38-00	$13,518.54	$0.00
14551	A	645-090-39-00	$0.00	$0.00
14730	A	645-340-51-00	$0.00	$0.00
14730	C	645-342-56-00	$0.00	$0.00
14730	D	645-342-57-00	$0.00	$0.00
14730	H	645-342-58-00	$0.00	$0.00
16413	1	645-410-01-01	$1,484.76	$1,211.68
16413	1	645-410-01-02	$1,484.76	$1,211.68
16413	1	645-410-01-03	$1,670.93	$1,397.84
16413	1	645-410-01-04	$1,670.93	$1,397.84
16413	1	645-410-01-05	$1,670.93	$1,397.84
16413	1	645-410-01-06	$1,670.93	$1,397.84
16413	1	645-410-01-07	$1,418.12	$1,397.84
16413	1	645-410-01-08	$1,418.12	$1,397.84
16413	1	645-410-01-09	$1,670.93	$1,397.84
16413	1	645-410-01-10	$1,670.93	$1,397.84
16413	1	645-410-01-11	$1,670.93	$1,397.84
16413	1	645-410-01-12	$1,670.93	$1,397.84
16413	1	645-410-01-13	$1,670.93	$1,397.84
16413	1	645-410-01-14	$1,146.74	$1,126.46
16413	1	645-410-01-15	$1,146.74	$1,126.46
16413	1	645-410-01-16	$1,670.93	$1,397.84
16413	1	645-410-01-17	$1,670.93	$1,397.84
16413	1	645-410-01-18	$1,670.93	$1,397.84
16413	1	645-410-01-19	$1,670.93	$1,397.84
16413	1	645-410-01-20	$1,670.93	$1,397.84
16413	1	645-410-01-21	$1,670.93	$1,397.84
16413	1	645-410-01-22	$1,670.93	$1,397.84
16413	1	645-410-01-23	$1,670.93	$1,397.84
16413	1	645-410-01-24	$1,670.93	$1,397.84
16413	1	645-410-01-25	$1,670.93	$1,397.84
16413	1	645-410-01-26	$1,146.74	$1,126.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	1	645-410-01-27	$1,146.74	$1,126.46
16413	1	645-410-01-28	$1,146.74	$1,126.46
16413	1	645-410-01-29	$1,146.74	$1,126.46
16413	1	645-410-01-30	$1,670.93	$1,397.84
16413	1	645-410-01-31	$1,670.93	$1,397.84
16413	1	645-410-01-32	$1,670.93	$1,397.84
16413	1	645-410-01-33	$1,670.93	$1,397.84
16413	1	645-410-01-34	$1,670.93	$1,397.84
16413	1	645-410-01-35	$1,670.93	$1,397.84
16413	1	645-410-01-36	$1,670.93	$1,397.84
16413	1	645-410-01-37	$1,670.93	$1,397.84
16413	1	645-410-01-38	$1,670.93	$1,397.84
16413	1	645-410-01-39	$1,670.93	$1,397.84
16413	1	645-410-01-40	$1,146.74	$1,126.46
16413	1	645-410-01-41	$1,146.74	$1,126.46
16413	1	645-410-01-42	$1,146.74	$1,126.46
16413	1	645-410-01-43	$1,146.74	$1,126.46
16413	1	645-410-01-44	$1,670.93	$1,397.84
16413	1	645-410-01-45	$1,670.93	$1,397.84
16413	1	645-410-01-46	$1,670.93	$1,397.84
16413	1	645-410-01-47	$1,670.93	$1,397.84
16413	1	645-410-01-48	$1,670.93	$1,397.84
16413	1	645-410-01-49	$1,670.93	$1,397.84
16413	1	645-410-01-50	$1,670.93	$1,397.84
16413	1	645-410-01-51	$1,670.93	$1,397.84
16413	1	645-410-01-52	$1,670.93	$1,397.84
16413	1	645-410-01-53	$1,146.74	$1,126.46
16413	1	645-410-01-54	$1,146.74	$1,126.46
16413	1	645-410-01-55	$1,146.74	$1,126.46
16413	1	645-410-01-56	$1,146.74	$1,126.46
16413	1	645-410-01-57	$1,670.93	$1,397.84
16413	1	645-410-01-58	$1,670.93	$1,397.84
16413	1	645-410-01-59	$1,670.93	$1,397.84
16413	1	645-410-01-60	$1,670.93	$1,397.84
16413	1	645-410-01-61	$1,670.93	$1,397.84
16413	1	645-410-01-62	$1,670.93	$1,397.84
16413	1	645-410-01-63	$1,670.93	$1,397.84
16413	1	645-410-01-64	$1,670.93	$1,397.84
16413	1	645-410-01-65	$1,670.93	$1,397.84
16413	1	645-410-01-66	$1,146.74	$1,126.46
16413	1	645-410-01-67	$1,146.74	$1,126.46
16413	1	645-410-01-68	$1,670.93	$1,397.84
16413	1	645-410-01-69	$1,670.93	$1,397.84

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	1	645-410-01-70	$1,670.93	$1,397.84
16413	1	645-410-01-71	$1,670.93	$1,397.84
16413	1	645-410-01-72	$1,146.74	$1,126.46
16413	1	645-410-01-73	$1,146.74	$1,126.46
16413	1	645-410-01-74	$1,146.74	$1,126.46
16413	1	645-410-01-75	$1,146.74	$1,126.46
16413	1	645-410-01-76	$1,670.93	$1,397.84
16413	1	645-410-01-77	$1,670.93	$1,397.84
16413	1	645-410-01-78	$1,670.93	$1,397.84
16413	1	645-410-01-79	$1,670.93	$1,397.84
16413	2	645-410-12-00	$0.00	$0.00
16413	2	645-410-13-00	$0.00	$0.00
16413	2	645-410-14-00	$0.00	$0.00
13928	D	645-210-30-00	$0.00	$0.00
13928	E	645-210-31-00	$0.00	$0.00
13928	C	645-211-76-00	$0.00	$0.00
13928	G	645-221-01-00	$0.00	$0.00
16109	2	645-040-85-00	$0.00	$0.00

Total Parcels	**2,340**
Total Taxable Parcels	**2,175**
Total Maximum Annual Special Tax	**$3,326,700.50**
Total Assigned Special Tax	**$2,830,067.96**

Community Facilities District No. 1 Annual Special Tax Report

Fiscal Year Ending June 30, 2025

San Ysidro School District

2025 / 2026

KeyAnalytics

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Table of Contents

Introduction ---------- 1

I. CFD Background ---------- 3

A. Certificate Pledge Agreements ---------- 3

B. Summary of Certificates ---------- 4

II. Fiscal Year 2024/2025 Special Tax Levy ---------- 5

A. Special Tax Levy ---------- 5

B. Special Tax Collections and Delinquencies ---------- 5

III. Fund and Account Balances ---------- 7

A. School District Fund ---------- 7

B. Trustee Accounts ---------- 7

IV. Annual Special Tax Requirement ---------- 9

A. Annual Special Tax Requirement ---------- 9

B. Administrative Expense Budget ---------- 10

V. Development ---------- 11

A. Final Land Use ---------- 11

VI. Fiscal Year 2025/2026 Special Tax Levy ---------- 13

Exhibit A – Rate and Method of Apportionment

Exhibit B – Revenue Pool and Certificate Lease Payment Schedule

Exhibit C – Delinquent Special Tax Report

Exhibit D – Summary of Transactions for School District Fund

Exhibit E – CFD Boundary Maps

Exhibit F – Assessor's Parcel Maps

Exhibit G – Special Tax Roll for Fiscal Year 2025/2026

Introduction

Community Facilities District No. 1 ("CFD No. 1") of the San Ysidro School District (the "School District") was formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). CFD No. 1 is authorized under the Act to finance certain school facilities (the "Authorized Facilities") as established at the time of formation. The boundaries of CFD No. 1 encompass approximately 85 acres within the City of San Diego. As of the date of this Annual Special Tax Report ("Report"), all property zoned for residential development within CFD No. 1 has been developed.

This Report summarizes certain general and administrative information and analyzes the financial obligations of CFD No. 1 for the purpose of establishing the Special Tax Levy for Fiscal Year 2025/2026. The Annual Special Tax Levy is calculated pursuant to the Rate and Method of Apportionment ("RMA") which is attached to this Report as Exhibit A.

All capitalized terms not defined herein are used and defined in the RMA and/or the various Trust Agreements (as defined herein).

This Report is organized into the following Sections:

Section I – CFD Background

Section I provides background information relating to the long-term obligations issued by the School District to finance the Authorized Facilities and the related obligations of CFD No. 1.

Section II – Fiscal Year 2024/2025 Special Tax Levy

Section II provides information regarding the levy and collection of Special Tax for Fiscal Year 2024/2025 and an accounting of the remaining collections.

Section III – Fund and Account Balances

Section III examines the financial activity within the funds and accounts associated with CFD No. 1.

Section IV – Annual Special Tax Requirement

Section IV calculates the Annual Special Tax Requirement based on the obligations of CFD No. 1 for Fiscal Year 2025/2026.

Section V – Special Tax Classification

Section V provides updated information regarding the Special Tax classification of parcels within CFD No. 1.

Section VI – Fiscal Year 2025/2026 Special Tax Levy

Section VI provides the Fiscal Year 2025/2026 Special Tax levy based on updated Special Tax classifications and the Annual Special Tax Requirement.

I. CFD Background

In order to finance the Authorized Facilities, the School District has periodically issued long-term obligations in the form of Certificates of Participation ("Certificates"). The Certificates are secured and repaid by scheduled lease payments due on a semi-annual basis ("Lease Payments").

In order to minimize the interest rates and the costs associated with the issuance of the Certificates, the School District has combined the issuance of Certificates repaid through the collection of Special Taxes by CFD No. 1 with those repaid from other revenue sources including Community Facilities District Nos. 2 and 3. A table summarizing the revenue pool and annual Lease Payment obligations is included as Exhibit B.

A. Certificate Pledge Agreements

CFD No. 1 has entered into a Pledge Agreement with the School District, which pledges the Annual Special Taxes to pay the Lease Payments on the Certificates. The Special Taxes collected by CFD No. 1 are pledged, pursuant to the Pledge Agreement, to the Lease Payments of the School District's 2015 Refunding Certificates of Participation issued in the amount of $21,585,000.00 on August 18, 2015 (the "2015 Certificates"), the 2016 Refunding Certificates of Participation issued in the amount of $6,505,000 on September 29, 2016 (the "2016 Certificates") and the 2021 Certificates of Participation (the "2021 Certificates") issued in the amount of $16,455,000 on April 29, 2021.

The Special Taxes levied and collected on taxable property within CFD No. 1 (net of certain administrative expenses of CFD No. 1) are pledged in whole on a parity basis to the payment of Lease Payments of the 2015 Certificates, 2016 Certificates and the 2021 Certificates.

B. Summary of Certificates

A summary of the Certificates issued by the School District are outlined in the table below.

Certificates of Participation of the School District

Series	Revenues Pledged	Date of Issuance	Amount Issued	Description of Authorized Facilities
1998 Certificates of Participation	Refunded	October 13, 1998	$3,050,000	Expansion of Smythe Elementary School; Installation of HVAC at San Ysidro Middle School; Acquisition of School Buses
2001 Certificates of Participation	Refunded	June 5, 2001	$7,075,000	Purchase of Ocean View Hills School Site
2005 Certificates of Participation	Refunded	January 25, 2005	$17,000,000	Purchase of Vista Del Mar Elementary School Site; Construction of Ocean View Hills School
2007 Certificates of Participation	Refunded	November 29, 2007	$7,330,000	Construction of Vista Del Mar Elementary School
2012 Certificates of Participation	Refunded	January 31, 2012	$10,409,715	Construction of Vista Del Mar Elementary School
2015 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	August 18, 2015	$21,585,000	Refund the outstanding 1998 Certificates, 2001 Certificates and 2005 Certificates
2016 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	September 29, 2016	$6,505,000	Refund the outstanding 2007 Certificates
2021 Certificates of Participation	CFD Nos. 1, 2 and 3	April 29, 2021	$16,455,000	Refund the outstanding 2012 Certificates and Capital Improvements

II. Fiscal Year 2024/2025 Special Tax Levy

Each Fiscal Year, CFD No. 1 levies and collects Special Taxes pursuant to the RMA in order to meet the obligation for that Fiscal Year. This Section provides a summary of the levy and collection of Special Taxes in Fiscal Year 2024/2025.

A. Special Tax Levy

The Special Tax levy for Fiscal Year 2024/2025 is summarized by Special Tax classification in the table below.

Fiscal Year 2024/2025 Special Tax Levy

Tax Class	Property Category	Unit Type	Number of Square Feet/Acres	Average Special Tax Rate [1]	Total Special Taxes
Final Land Use	Single Family Detached	Square Feet	184,022	$0.6682 per Sq Ft	$125,587.80
Vacant Land Use	NA	Acres	0	$0.00 per Acre	0.00
Total			**184,022**		**$125,587.80**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

B. Special Tax Collections and Delinquencies

Delinquent Special Taxes for CFD No. 1, for the Fiscal Year 2024/2025 and prior Fiscal Years are summarized in the following table. A detailed listing of the Second Installment for Fiscal Year 2024/2025 Delinquent Special Taxes is provided as Exhibit C.

CFD No. 1
Special Tax Collections and Delinquencies

Fiscal Year	Subject Fiscal Year					April 10, 2025	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2020/2021	$513,155.30	7	$507,452.70	$5,702.60	1.11%	$0.00	0.00%
2021/2022	523,418.98	4	519,997.70	3,421.28	0.65%	0.00	0.00%
2022/2023	533,887.42	3	531,190.00	2,696.91	0.51%	1,478.57	0.28%
2023/2024	381,211.60	2	531,190.00	2,187.60	0.57%	2,187.60	0.57%
2024/2025	125,587.80	2	124,693.10	894.70	0.71%	894.70	0.71%

III. Fund and Account Balances

Special Taxes are collected by the San Diego County Tax Collector as part of the regular property tax bills. Once received by the San Diego County Tax Collector the Special Taxes are transferred to the School District where they are deposited into a designated fund. Special Taxes are periodically transferred to make Lease Payments on the Certificates and pay other authorized costs. This Section summarizes the current balances of the funds and accounts associated with CFD No. 1.

A. School District Fund

The balance of the funds being held by the School District (Fund 49.01) is $107,437.78. A summary of the transactions from July 1, 2024 to June 30, 2025 within this fund is included as Exhibit D.

B. Trustee Accounts

Funds and Accounts associated with the Certificates are currently being held by U.S. Bank acting as Trustee for the Certificates. These Funds and Accounts were established pursuant to the respective Trust Agreements executed in association with the 2015 Certificates, 2016 Certificates and 2021 Certificates (the "Trust Agreements").

The balances, as of June 30, 2025 of the major funds, accounts and sub-accounts being held by the respective Trustee are listed in the following table.

Trustee Fund and Account Balances as of June 30, 2025

Issuance	Account Name	Account Number	Balance
2015	2015 Proceeds Account	21902100-0	$1,651.17
2015	Lease Payment Fund	21902100-1	5,934.73
2015	Reserve Fund [1]	21902100-2	0.00
2015	Project Fund	21902100-3	0.00
2015	Prepayment Fund	21902100-4	0.00
2016	2016 Proceeds Account	22956900-0	0.00
2016	Lease Payment Fund	22956900-1	3,682.64
2016	Reserve Fund [1]	22956900-2	0.00
2016	Prepayment Fund	22956900-4	0.00
2021	Special Tax Fund (Pooled)	21758900-0	0.00
2021	CFD No. 1 Special Tax Fund	21758900-1	314,949.21
2021	CFD No. 2 Special Tax Fund	21758900-2	579,825.36
2021	CFD No. 3 Special Tax Fund	21758900-3	2,057,780.08
2021	Special Tax Revenue Coverage Stabilization Account	21758900-4	500,000.00
2021	Lease Payment Account	21758901-0	0.00
2021	CFD No. 1 Surplus Account	21758901-1	0.00
2021	CFD No. 2 Surplus Account	21758901-2	0.00
2021	CFD No. 3 Surplus Account	21758901-3	0.00
2021	Lease Payment Fund	25931800-0	12,029.67
2021	Interest Account	25931800-1	0.00
2021	Reserve Fund [1]	25931800-2	0.00
2021	Project Fund	25931800-3	15.91
2021	Cost of Issuance Fund	25931800-4	0.00
2021	Purchase Fund	25931800-5	0.00
2021	CFD No. 3 Bond Fund	25931801-0	0.04
2021	CFD No. 3 Interest Account	25931801-1	0.00
2021	CFD No. 3 Principal Account	25931801-2	1.96
2021	Surplus Fund	25931801-3	1.22
Total			**$3,475,871.99**

[1] Reserve Requirement is satisfied through as surety reserve policy.

IV. Annual Special Tax Requirement

This Section outlines the calculation of the Special Tax levy of CFD No. 1 based on the financial obligations for Fiscal Year 2025/2026.

A. Annual Special Tax Requirement

The Special Taxes of CFD No. 1 are calculated in accordance and pursuant to the RMA. Pursuant to the Pledge Agreement, The Special Taxes of CFD Nos. 1, 2 and 3 are transferred to the Lease Payment accounts on a pro-rata basis based on the total Special Tax levy of each CFD for the current Fiscal Year. Special Taxes not required to pay costs associated with the administration of CFD No. 1 or Lease Payments are available to fund the Authorized Facilities of CFD No. 1. The table below shows the calculation of the Annual Special Tax Requirement for Fiscal Year 2025/2026.

Annual Special Tax Requirement for CFD No. 1

Fiscal Year 2024/2025 Remaining Sources		**$422,386.99**
Balance of Fund 49 (as of June 30, 2025)	$107,437.78	
Balance in CFD No. 1 Special Tax Fund (as of June 30, 2025)	314,949.21	
Fiscal Year 2024/2025 Remaining Obligations		**($422,386.99)**
COP Lease Payment Pledge [1]	($74,753.62)	
Administrative Expense Contingency	(30,000.00)	
Direct Construction of Authorized Facilities	(317,633.37)	
Fiscal Year 2024/2025 Revenue for Future COP Payments		**$0.00**
Fiscal Year 2025/2026 Obligations		**($1,118.64)**
COP Lease Payment Pledge [1]	($827.94)	
Administrative Expense Budget	(250.00)	
Anticipated Special Tax Delinquencies [2]	(7.97)	
Direct Construction of Authorized Facilities	(32.73)	
Fiscal Year 2025/2026 Annual Special Tax Requirement		**$1,118.64**

[1] Pursuant to the respective Pledge Agreements, Special Taxes are pledged for Lease Payments on the 2015 Certificates, 2016 Certificates and 2021 Certificates.
[2] Assumes the Second Installment for Fiscal Year 2024/2025 delinquency rate of 0.71%.

B. Administrative Expense Budget

Each year a portion of the Special Tax Levy is used to pay for the administrative expenses incurred by the School District to levy the Special Tax and administer the debt issued to financed Authorized Facilities. The estimated Fiscal Year 2025/2026 Administrative Expenses are shown in the table below.

Fiscal Year 2025/2026 Budgeted Administrative Expenses

Administrative Expense	Fiscal Year 2025/2026 Budget
District Staff and Expenses	$0.00
Consultant Expenses	249.90
County Tax Collection Fees	0.10
Contingency for Legal	0.00
Total Expenses	**$250.00**

V. Development

Each Fiscal Year, parcels within CFD No. 1 are assigned a Special Tax Classification based on the parameters outlined in the RMA. This Section outlines how parcels are classified and the amount of taxable property within CFD No. 1. For reference, the boundary map of CFD No. 1 is included as Exhibit E and the current Assessor's Parcel maps are included as Exhibit F.

A. Final Land Use

Pursuant to the RMA, a parcel is considered to be classified as Final Land Use once a Building Permit is issued prior to July 1 of the current Fiscal Year. Once classified as Final Land Use, each parcel is taxed for a period not to exceed 25 years. Building Permits have been issued on all parcels zoned by the County of San Diego as residential property within CFD No. 1.

After a parcel exceeds 25 years of paying their Special Tax Obligation, they will no longer be subject to the Special Tax of CFD No. 1. The table below summarizes the number of parcels that have completed their Special Tax obligation and are no longer subject to the Special Tax of CFD No. 1.

Summary of Parcels that have fulfilled their Special Tax Obligation
Fiscal Year 2025/2026

Initial Year Classified	Final Year Levied	Property Category	Number of Units
1992/1993	2016/2017	Single Family Detached	68
1998/1999	2022/2023	Single Family Detached	152
1999/2000	2023/2024	Single Family Detached	239
2000/2001	2024/2025	Single Family Detached	107
Total			**566**

The table below summarizes the number of parcels currently subject to a Special Tax with Building Permits issued and the fiscal year those parcels were initially classified as Final Land Use.

Summary of Parcels Classified as Final Land Use
Fiscal Year 2025/2026

Initial Year Classified	Property Category	Number of Units	Number of Square Feet/Acres
2001/2002	Single Family Detached	1	1,607
Total		**1**	**1,607**

VI. Fiscal Year 2025/2026 Special Tax Levy

Each Fiscal Year, the Special Tax is levied up to the maximum rate, as determined by the provisions of the RMA, in the amount needed to satisfy the Annual Special Tax Requirement.

Based on the Annual Special Tax Requirement listed in Section IV, CFD No. 1 will levy 100% of the maximum Special Tax allowable on each parcel classified as Final Land Use. The Special Tax Roll, containing a listing of each parcel's Special Tax, calculated pursuant to the RMA, can be found attached as Exhibit G.

A summary of the Special Tax levy for Fiscal Year 2025/2026 by Property Category as determined by the RMA for CFD No. 1 can be found in the table below.

Special Tax Levy of CFD No. 1

Tax Class	Property Category	Unit Type	Number of Square Feet/Acres	Average Special Tax Rate [1]	Total Special Taxes
Final Land Use	Single Family Detached	Square Feet	1,607	$0.6961 per Sq Ft	$1,118.64
Vacant Land Use	NA	Acres	0	$0.00 per Acre	0.00
Total			**1,607**		**$1,118.64**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

Exhibit A

Rate and Method of Apportionment

EXHIBIT E
COMMUNITY FACILITIES DISTRICT REPORT
COMMUNITY FACILITIES DISTRICT NO. 1
San Ysidro School District

MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

The Resolution of Intention refers to this Exhibit for an explanation of the rate and method of apportionment of the Special Tax so as to allow each landowner or resident within the District to estimate the maximum annual amount of the Special Taxes to be levied.

BASE TAX

The base tax for fiscal year 1992-93 is $0.34 per square foot of developed residential property (square footage is measured at the outside wall but does not include garages, open walkway, etc.), and said base tax shall be annually adjusted to reflect changes in the Building Cost Index, but the annual increase will not be less than 2% nor more than 15%. Once a property is subject to a final building permit and thus is within the Category I tax rate, said property and tax rate shall only be subject to escalation not to exceed 2% per year. The "Building Cost Index" shall be the Building Cost Index for the City of Los Angeles adjusted annually based upon the last available data as of June 30 of each year, as set forth in the ENGINEERING NEWS-RECORD (ENR), McGraw-Hill Construction Weekly.

TAX RATES

Tax Rates shall be based upon and not exceed the annual base tax adjusted by the tax factor for each tax category as set forth below as determined on June 30 of each year. All taxable property shall be subject to a single rate of Special Tax levied as follows:

PROPERTY TAX CATEGORIES AND SPECIAL TAX FACTORS

CATEGORY I: FINAL LAND USE: All property within Zone "A" and "B", upon the issuance of a building permit prior to July 1 of the current fiscal year, shall be subject to the following taxes for a period not to exceed 25 years, said tax to be levied to pay for authorized public capital facilities and debt service on issued bonds:

PROPERTY CATEGORY	FACTORS (% OF BASE TAX)
Single Family Dwelling Unit	100
Duplex	90
Triplex	90
Fourplex	90
Condominium	90
Apartment, per unit	80
Retirement Facility Unit	16.67

OTHER USES	FACTORS (% OF BASE TAX)
Commercial and/or Industrial	16.67

CATEGORY II: VACANT LAND USE: All property within Zone "A" only shall be subject to the following tax if there is insufficient revenue from Category I Special Tax to pay debt service on any outstanding bonds and administrative expenses associated with bonds outstanding and secured by Zone A. Special Taxes shall be levied on Category II property in the following manner:

Not to exceed $7,000.00 per gross acre on any land which is not subject to Category I Special Taxes. The land shall continue to be subject to the Special Tax as needed until all bonds have been discharged.

Exhibit B

Revenue Pool and Lease Payment Schedule

San Ysidro School District
Available Revenue for Lease Payments for the Certificate of Participation

Bond Year	Special Tax Levy [1]			Administrative Expense Budget	Total Net Available Annual Special Tax Revenue	Change in Special Tax Revenue Coverage Stabilization Account [2]	Total Net Available Revenue	COP Lease Payments			Total COPs Lease Payments	Remaining Revenue [3]
	CFD No. 1	CFD No. 2	CFD No. 3					Series 2015	Series 2016	Series 2021		
2025/2026	$1,118.64	$1,025,408.21	$2,830,067.96	($87,165.30)	*$3,769,429.51*	$0.00	$3,769,429.51	$1,499,625.00	$449,550.00	$905,217.52	*$2,854,392.52*	$915,036.99
2026/2027	0.00	1,045,916.37	2,886,669.32	(87,767.60)	*3,844,818.10*	0.00	3,844,818.10	1,528,125.00	464,350.00	919,817.52	*2,912,292.52*	932,525.58
2027/2028	0.00	1,066,834.70	2,944,402.71	(89,522.95)	*3,921,714.46*	0.00	3,921,714.46	1,557,050.00	473,150.00	943,017.52	*2,973,217.52*	948,496.94
2028/2029	0.00	1,088,171.40	3,003,290.76	(91,313.41)	*4,000,148.75*	0.00	4,000,148.75	1,593,300.00	481,150.00	954,417.52	*3,028,867.52*	971,281.23
2029/2030	0.00	1,109,934.82	2,825,186.56	(93,139.68)	*3,841,981.71*	0.00	3,841,981.71	1,419,800.00	648,350.00	804,417.52	*2,872,567.52*	969,414.19
2030/2031	0.00	1,132,133.52	2,776,733.90	(95,002.47)	*3,813,864.95*	0.00	3,813,864.95	1,361,800.00	538,350.00	934,417.52	*2,834,567.52*	979,297.43
2031/2032	0.00	1,113,298.18	2,714,721.59	(96,902.52)	*3,731,117.25*	0.00	3,731,117.25	1,253,800.00	546,950.00	948,417.52	*2,749,167.52*	981,949.73
2032/2033	0.00	1,111,191.29	2,621,460.77	(98,840.57)	*3,633,811.49*	(350,000.00)	3,283,811.49	1,138,300.00	599,550.00	590,817.52	*2,328,667.52*	955,143.97
2033/2034	0.00	1,058,700.38	2,476,595.20	(100,817.38)	*3,434,478.21*	(200,000.00)	3,234,478.21	930,800.00	609,350.00	731,417.52	*2,271,567.52*	962,910.69
2034/2035	0.00	527,179.84	2,318,251.92	(102,833.73)	*2,742,598.03*	350,000.00	3,092,598.03	0.00	922,950.00	1,206,117.52	*2,129,067.52*	963,530.51
2035/2036	0.00	0.00	2,280,160.76	(58,272.45)	*2,221,888.31*	225,000.00	2,446,888.31	0.00	363,150.00	1,166,117.52	*1,529,267.52*	917,620.79
2036/2037	0.00	0.00	2,147,945.41	(59,437.90)	*2,088,507.51*	(125,000.00)	1,963,507.51	0.00	267,800.00	806,517.52	*1,074,317.52*	889,189.99
2037/2038	0.00	0.00	2,109,809.76	(60,626.65)	*2,049,183.11*	(150,000.00)	1,899,183.11	0.00	0.00	1,001,477.52	*1,001,477.52*	897,705.59
2038/2039	0.00	0.00	1,485,112.67	(61,839.19)	*1,423,273.49*	650,000.00	2,073,273.49	0.00	0.00	1,146,502.52	*1,146,502.52*	926,770.97
2039/2040	0.00	0.00	1,502,941.52	(63,075.97)	*1,439,865.55*	0.00	1,439,865.55	0.00	0.00	557,650.02	*557,650.02*	882,215.53
2040/2041	0.00	0.00	1,506,158.86	(64,337.49)	*1,441,821.37*	100,000.00	1,541,821.37	0.00	0.00	632,525.02	*632,525.02*	909,296.35
2041/2042	0.00	0.00	1,536,282.04	(65,624.24)	*1,470,657.80*	0.00	1,470,657.80	0.00	0.00	555,487.52	*555,487.52*	915,170.28
2042/2043	0.00	0.00	1,567,007.68	(66,936.72)	*1,500,070.96*	0.00	1,500,070.96	0.00	0.00	564,912.52	*564,912.52*	935,158.44
2043/2044	0.00	0.00	1,598,347.83	(68,275.46)	*1,530,072.37*	0.00	1,530,072.37	0.00	0.00	573,887.52	*573,887.52*	956,184.85
2044/2045	0.00	0.00	1,630,314.79	(69,640.97)	*1,560,673.82*	0.00	1,560,673.82	0.00	0.00	586,775.00	*586,775.00*	973,898.82
2045/2046	0.00	0.00	1,605,177.41	(71,033.79)	*1,534,143.62*	0.00	1,534,143.62	0.00	0.00	549,068.76	*549,068.76*	985,074.86
2046/2047	0.00	0.00	1,637,280.96	(72,454.46)	*1,564,826.49*	0.00	1,564,826.49	0.00	0.00	556,956.26	*556,956.26*	1,007,870.23
2047/2048	0.00	0.00	1,496,907.96	(73,903.55)	*1,423,004.40*	0.00	1,423,004.40	0.00	0.00	414,368.76	*414,368.76*	1,008,635.64
2048/2049	0.00	0.00	1,246,577.09	(75,381.62)	*1,171,195.47*	0.00	1,171,195.47	0.00	0.00	164,868.76	*164,868.76*	1,006,326.71
2049/2050	0.00	0.00	1,136,079.73	(76,889.26)	*1,059,190.47*	0.00	1,059,190.47	0.00	0.00	46,068.76	*46,068.76*	1,013,121.71
Total	**$1,118.64**	**$10,278,768.72**	**$51,883,485.15**	**($1,951,035.33)**	**$60,212,337.18**	**$500,000.00**	**$60,712,337.18**	**$12,282,600.00**	**$6,364,650.00**	**$18,261,259.18**	**$36,908,509.18**	**$23,803,828.00**

[1] Does not account for anticipated Special Tax delinquencies.
[2] Includes $500,000 currently deposited into the Special Tax Revenue Coverage Stabilization Fund held with the Trustee.
[3] Any amounts not required to pay Lease Payments may be used to issue additional parity Certificates or construct Authorized Facilities.

Exhibit C

Delinquent Special Tax Report

Fixed Charge Special Assessment Delinquency Report

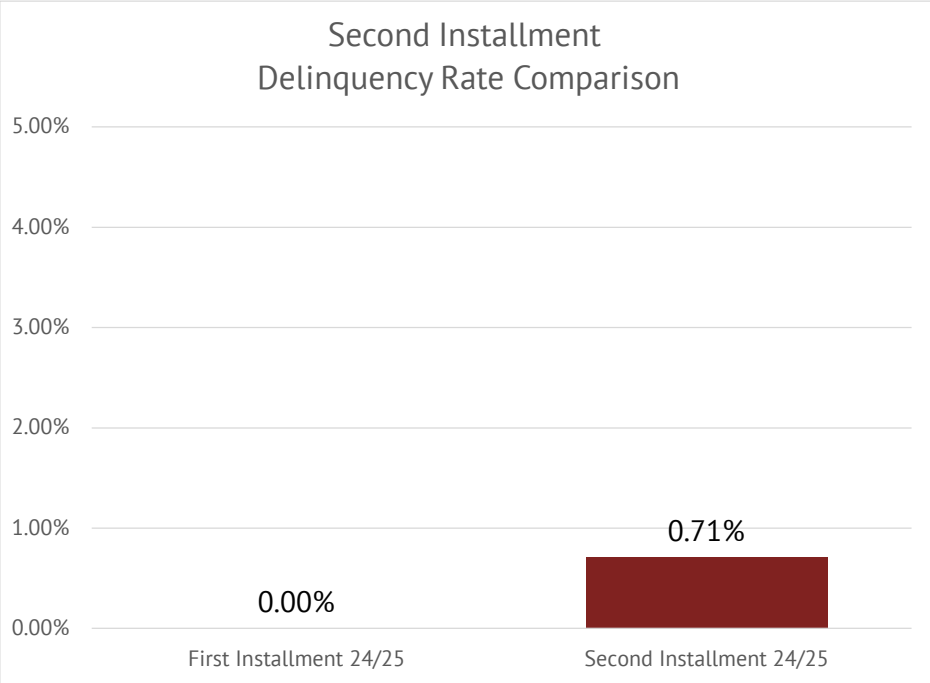
Second Installment Report for Fiscal Year 2024/2025
San Ysidro School District Community Facilities District No. 1

KeyAnalytics

Summary

Second Installment

Total Taxes Due April 10, 2025	**$125,587.80**
Amount Paid	**$124,693.10**
Amount Remaining to be Collected	**$894.70**
Number of Parcels Delinquent	**2**
Delinquency Rate	**0.71%**



Foreclosure

CFD Subject to Foreclosure Covenant:	**No**
Foreclosure Determination Date	**N/A**

Foreclosure Qualification

Individual Parcel Delinquency	**N/A**
Individual Owner Multiple Parcels Delinquency	**N/A**
Individual Parcels Semi-Annual Installments	**N/A**
Aggregate Delinquency Rate	**N/A**

Parcels Qualifying for Foreclosure

Parcels Exceeding Individual Foreclosure Threshol	**N/A**
Parcels Exceeding CFD Aggregate	**N/A**

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2024/2025
San Ysidro School District Community Facilities District No. 1

KeyAnalytics

Historical Delinquency Summary

Fiscal Year	Subject Fiscal Year					April 10, 2025	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2020/2021	$513,155.30	7	$507,452.70	$5,702.60	1.11%	$0.00	0.00%
2021/2022	523,418.98	4	519,997.70	3,421.28	0.65%	0.00	0.00%
2022/2023	533,887.42	3	531,190.51	2,696.91	0.51%	1,478.57	0.28%
2023/2024	381,211.60	2	379,024.00	2,187.60	0.57%	2,187.60	0.57%
2024/2025 [1]	125,587.80	2	124,693.10	894.70	0.71%	894.70	0.71%

[1] Delinquency data as of April 10, 2025.

Historical Delinquency Rate

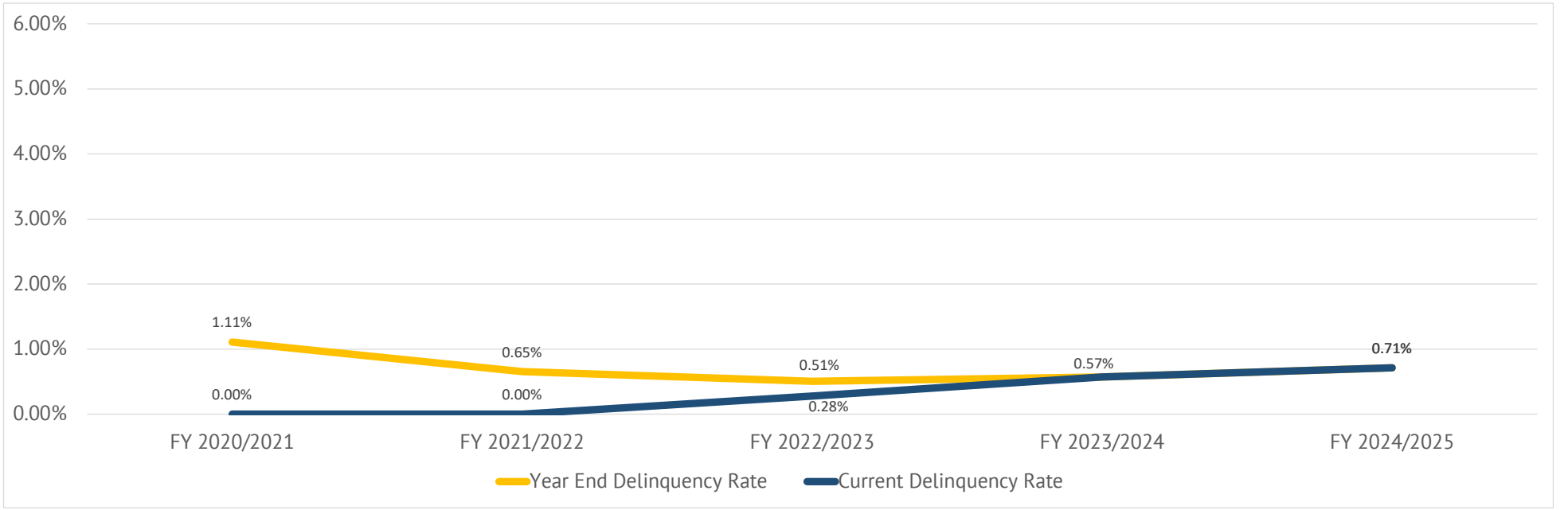


Exhibit D

Summary of Transactions School District Fund

Fund: Fund 49:01

Subfund: Fund 49.1:9010 (CFD #1) - Acquisition Fund

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2024	$45,924.27	$8,488,113.26	$0.00	($45,230.26)	($8,112,082.26)	$376,725.01			BEGINNING BALANCE
07-19-2024		$163.71				$376,888.72		FA-0001304808	Tax Apport #12-Investment Fds
10-15-2024		$1,390.84				$378,279.56		FA-0001348120	Tax Apport #03-Investment Fds
10-22-2024	$171.55					$378,451.11		FA-0001351883	FY2425 Interest 1Q- 1st distribution
11-19-2024		$7,529.12				$385,980.23		FA-0001362340	Tax Apport #04-Investment Fds
12-13-2024		$7,607.74				$393,587.97		FA-0001372035	Tax Apport #05-Investment Fds
12-17-2024	$581.24					$394,169.21		FA-0001373167	FY2425 Interest 1Q- 2nd distribution
01-06-2025	$275.62					$394,444.83		FA-0001376243	FY2425 Interest 1Q- 3rd distribution
01-10-2025					($88,938.08)	$305,506.75	San Ysidro School District	DO-0001377389	Clear COPS Suspense 9/1/2024 P
01-10-2025					($130,968.25)	$174,538.50	San Ysidro School District	DO-0001377389	Clear COPS Suspense 9/1/2024 P
01-14-2025		$50,293.63				$224,832.13		FA-0001381084	Tax Apport #06-Investment Fds
01-22-2025	$20.40					$224,852.53		FA-0001381205	FY2425 Interest 2Q- 1st distribution
02-18-2025		$5,644.40				$230,496.93		FA-0001400863	Tax Apport #07-Investment Fds
02-28-2025	$53.37					$230,550.30		FA-0001414981	FY2425 Interest 2Q- 2nd distribution
03-18-2025		$3,638.45				$234,188.75		FA-0001422086	Tax Apport #08-Investment Fds
04-18-2025		$50,553.95				$284,742.70		FA-0001433092	Tax Apport #09-Investment Fds
04-22-2025	$43.39					$284,786.09		FA-0001434339	FY2425 Interest 2Q- 3rd cash distribution
04-23-2025	$23.78					$284,809.87		FA-0001434775	FY2425 Interest 3Q-1st distribution
05-13-2025		$2,525.77				$287,335.64		FA-0001442302	Tax Apport #10-Investment Fds
06-09-2025	$268.43					$287,604.07		FA-0001451529	FY2425 Interest 3Q- 2nd distribution
	$1,437.78	$129,347.61	$0.00	$0.00	($219,906.33)	($89,120.94)			DATE RANGE BALANCE
Subfund Total	**$47,362.05**	**$8,617,460.87**	**$0.00**	**($45,230.26)**	**($8,331,988.59)**	**$287,604.07**	**Total for Fund 49.1:9010 (CFD #1) - Acquisition Fund**		

Subfund: Fund 49.1:9999 (CFD #1) - Suspense

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2024	($1,575.25)	$1,575.25	$0.00	($164,422.44)	$0.00	($164,422.44)			BEGINNING BALANCE
07-02-2024	$430.19					($163,992.25)		FA-0001295630	FY2324 Interest 3Q- 3rd distribution
07-19-2024	$832.70					($163,159.55)		FA-0001302132	FY2324 Interest 4Q- 1st distribution
08-13-2024				($219,906.33)		($383,065.88)		FA-0001326056	Payables A 3609653 184361865|0
09-26-2024	$1,375.60					($381,690.28)		FA-0001341533	FY2324 Interest 4Q- 2nd distribution
10-01-2024	$79.06					($381,611.22)		FA-0001343112	FY2324 Interest 4Q- 3rd distribution

Subfund: Fund 49.1:9999 (CFD #1) - Suspense

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
01-10-2025				$219,906.33		($161,704.89)		DO-0001377389	Clear COPS Suspense 9/1/2024 P
02-18-2025				($18,461.40)		($180,166.29)		FA-0001418478	Payables A 3641876 185778480|1
	$2,717.55	$0.00	$0.00	($18,461.40)	$0.00	($15,743.85)			DATE RANGE BALANCE
Subfund Total	**$1,142.30**	**$1,575.25**	**$0.00**	**($182,883.84)**	**$0.00**	**($180,166.29)**	**Total for Fund 49.1:9999 (CFD #1) - Suspense**		
Fund Total	**$48,504.35**	**$8,619,036.12**	**$0.00**	**($228,114.10)**	**($8,331,988.59)**	**$107,437.78**	**Total for Fund 49:01**		
Grand Total	**$48,504.35**	**$8,619,036.12**	**$0.00**	**($228,114.10)**	**($8,331,988.59)**	**$107,437.78**	**Grand Total for Selected Funds/SubFunds**		

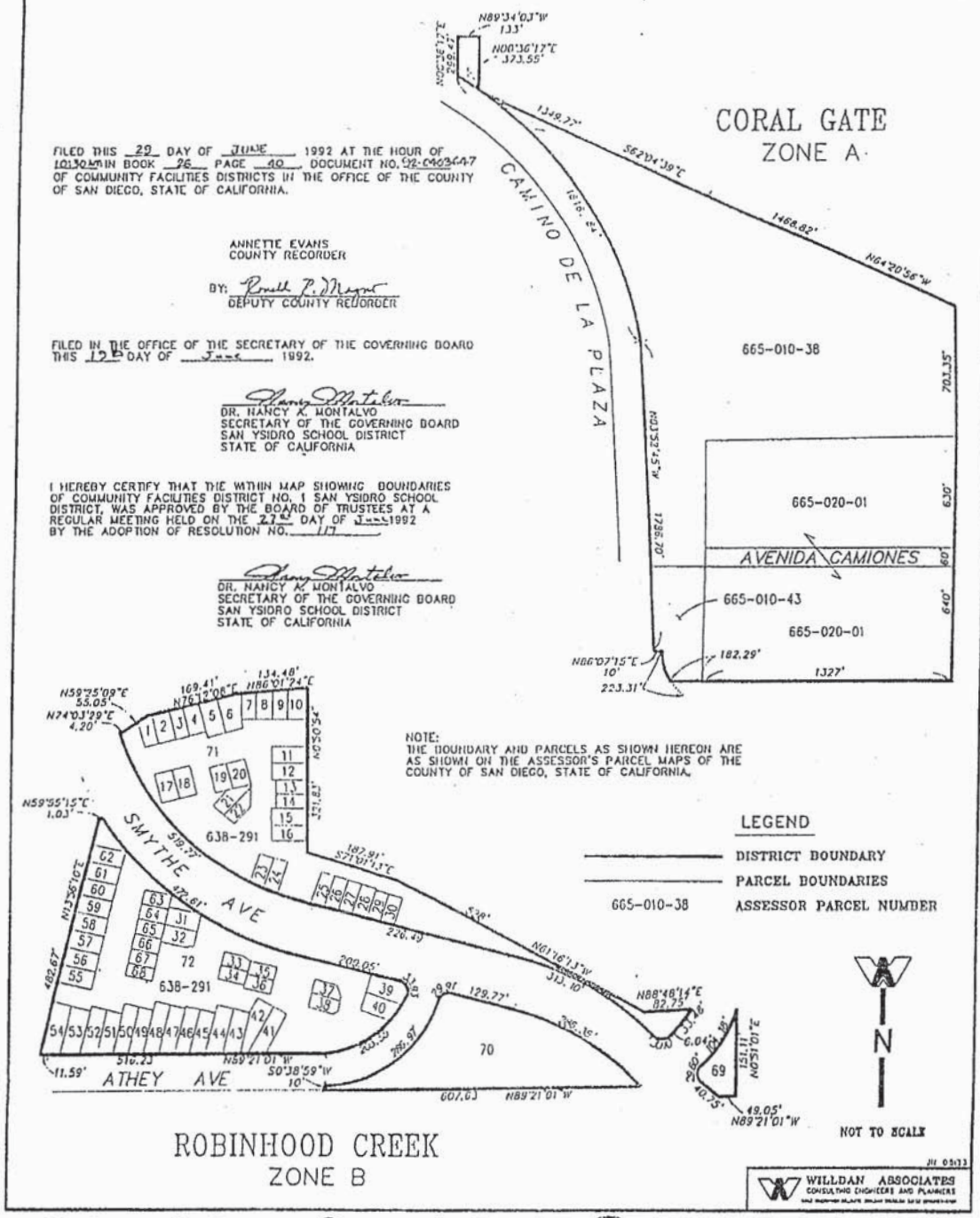
Exhibit E

CFD Boundary Map

EXHIBIT A

BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 1
SAN YSIDRO SCHOOL DISTRICT

COUNTY OF SAN DIEGO, STATE OF CALIFORNIA



FILED THIS 29 DAY OF JUNE 1992 AT THE HOUR OF 10:30 AM IN BOOK 26 PAGE 40, DOCUMENT NO. 92-403647 OF COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

ANNETTE EVANS
COUNTY RECORDER

BY: Rosella P. Meyer
DEPUTY COUNTY RECORDER

FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD THIS 12th DAY OF June 1992.

DR. NANCY K. MONTALVO
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1 SAN YSIDRO SCHOOL DISTRICT, WAS APPROVED BY THE BOARD OF TRUSTEES AT A REGULAR MEETING HELD ON THE 27th DAY OF June 1992 BY THE ADOPTION OF RESOLUTION NO. 117

DR. NANCY K. MONTALVO
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

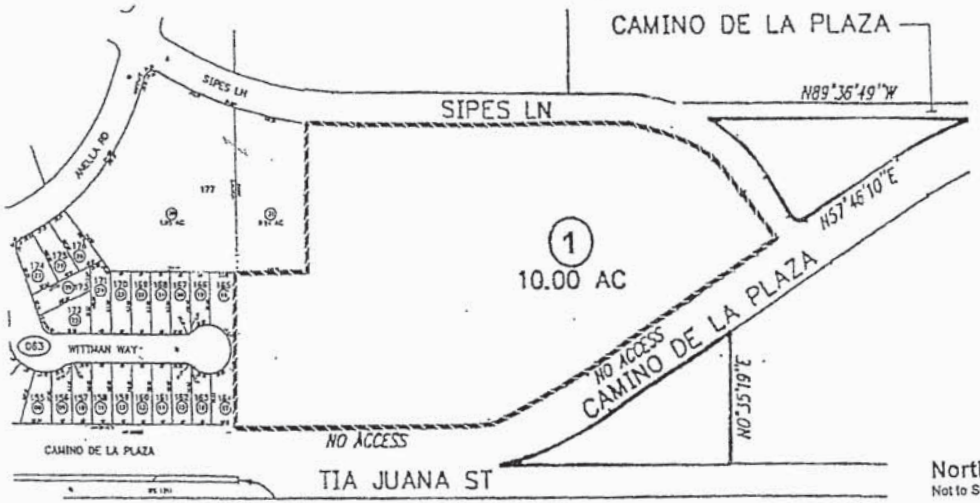
NOTE:
THE BOUNDARY AND PARCELS AS SHOWN HEREON ARE AS SHOWN ON THE ASSESSOR'S PARCEL MAPS OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

WILLDAN ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

BK 26 PG 40 92-403647

BOUNDARY MAP OF ANNEXATION NO. 98/99-01
TO COMMUNITY FACILITIES DISTRICT NO. 1
OF THE SAN YSIDRO SCHOOL DISTRICT

(CORAL GATE/UNIT NO. 4)
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



THIS ANNEXATION MAP AMENDS THE BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PREVIOUSLY RECORDED AT BOOK 25 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 40, INSTRUMENT NO. 92-403647, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN DIEGO, CALIFORNIA.

LEGEND

ANNEXATION BOUNDARY ———

LOT NO. (1)

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NO.
1	665-064-02-00

FILED THIS 25 DAY OF MARCH, 1999, AT THE HOUR OF 10:43 O'CLOCK A M. IN BOOK 25, PAGE 12 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO.

Michael Hellmann, DEPUTY
COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF TRUSTEES OF THE SCHOOL DISTRICT THIS 17th DAY OF March, 1999.

Grace A. Kojima
SECRETARY, BOARD OF TRUSTEES
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF TRUSTEES OF THE SCHOOL DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE 17th DAY OF March, 1999, BY ITS RESOLUTION NO. 98-3202.

Grace A. Kojima
SECRETARY, BOARD OF TRUSTEES
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

Special District Financing & Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel: (760)233-2630 Fax: (760)233-2631

Doc No: 1999-0193319

Exhibit F

Assessor's Parcel Maps

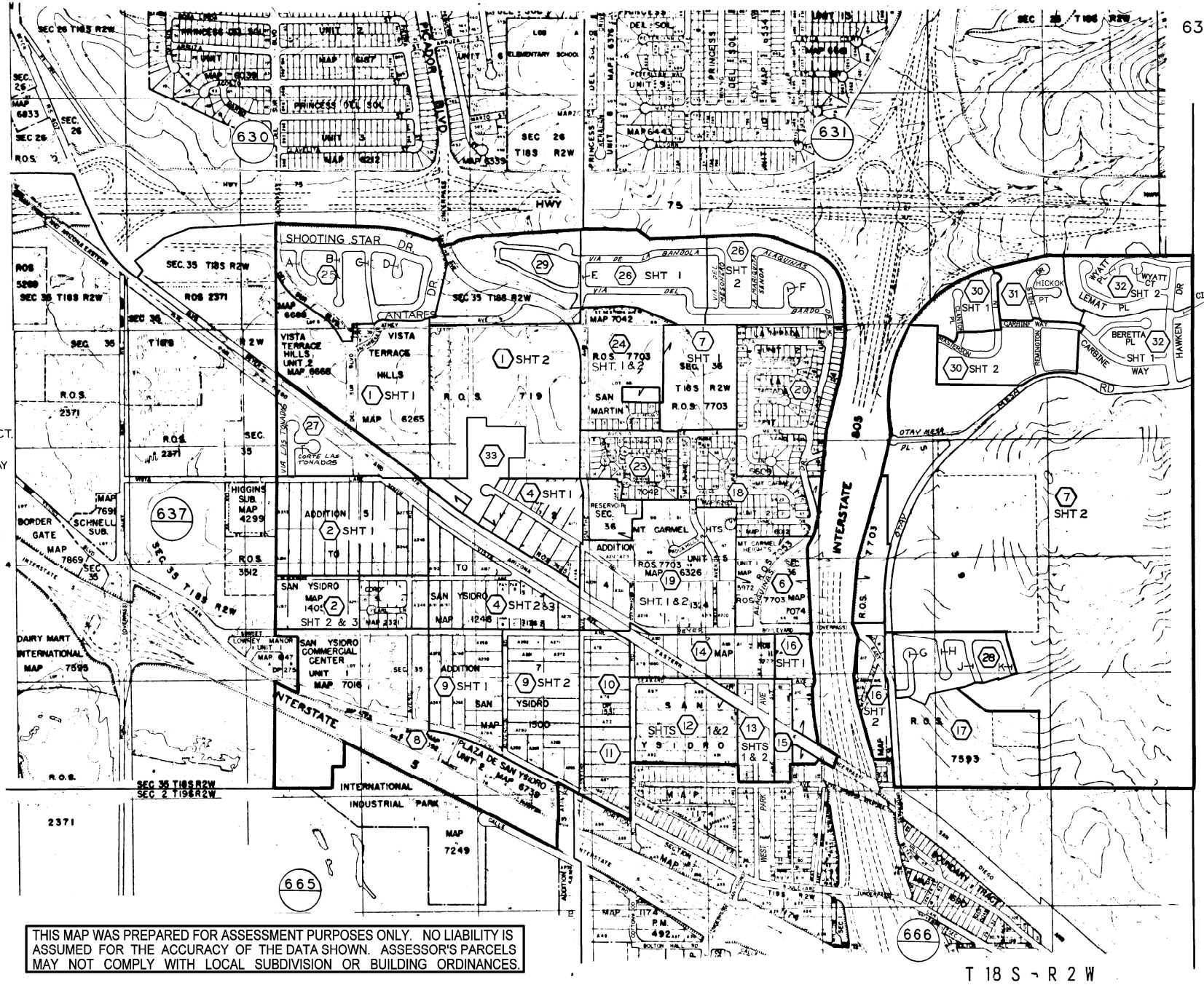
08

76 C# 10060

638—INDEX

07/26/2019 CS 1"=800'

A-BIG DIPPER WAY
B-SHOOTING STAR CT.
C-CAITHNESS DR.
D-LITTLE DIPPER WAY
E-VIA DE LA MELODIA
F-LAS BUJIAS CORTE
G-ENCHANTED PL.
H-FANTASY LN.
J-DEL ANY DR.
K-ENRIGHT DR.

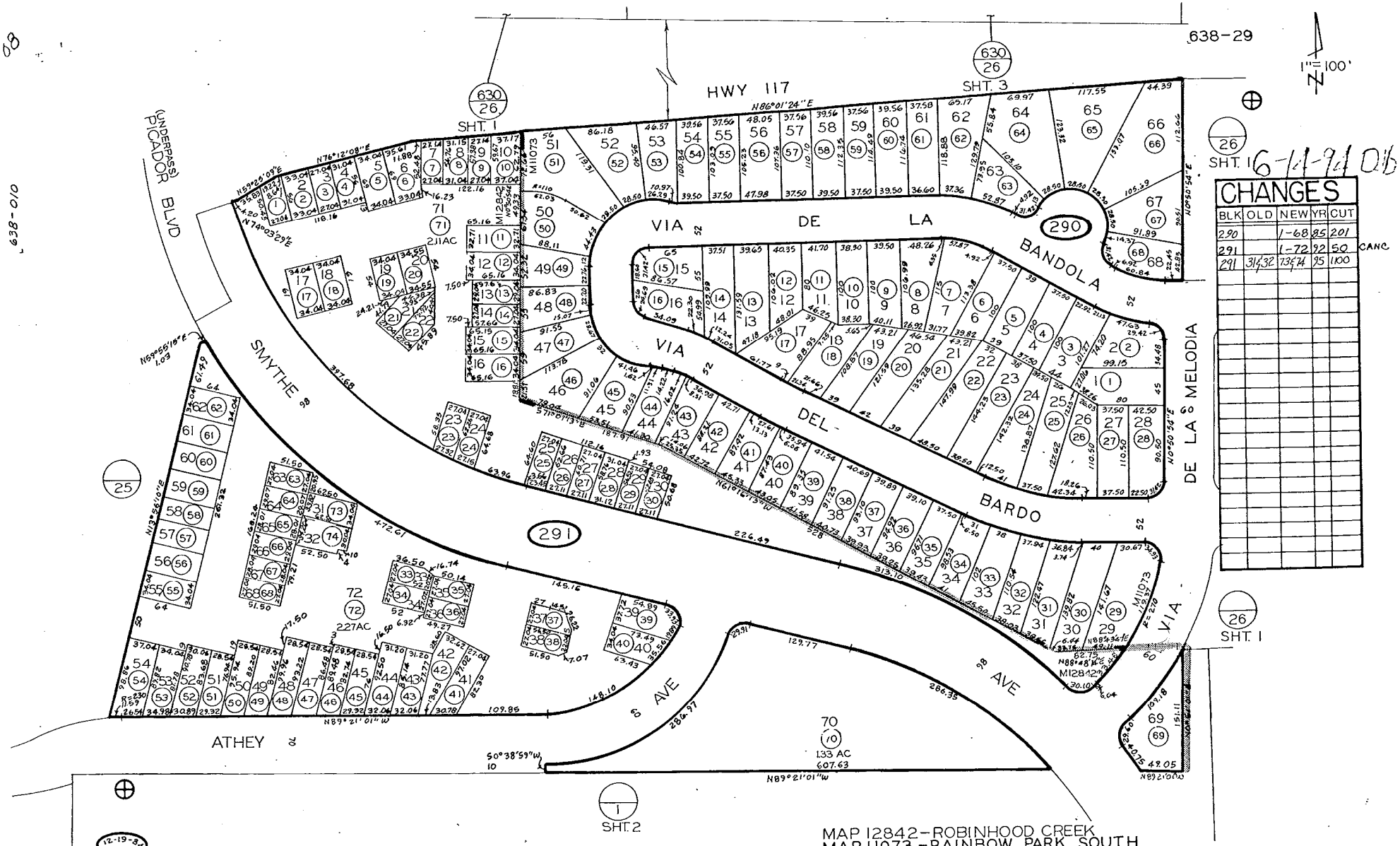


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

T 18 S - R 2 W

S.A. 6-27-79

SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 638 INDEX

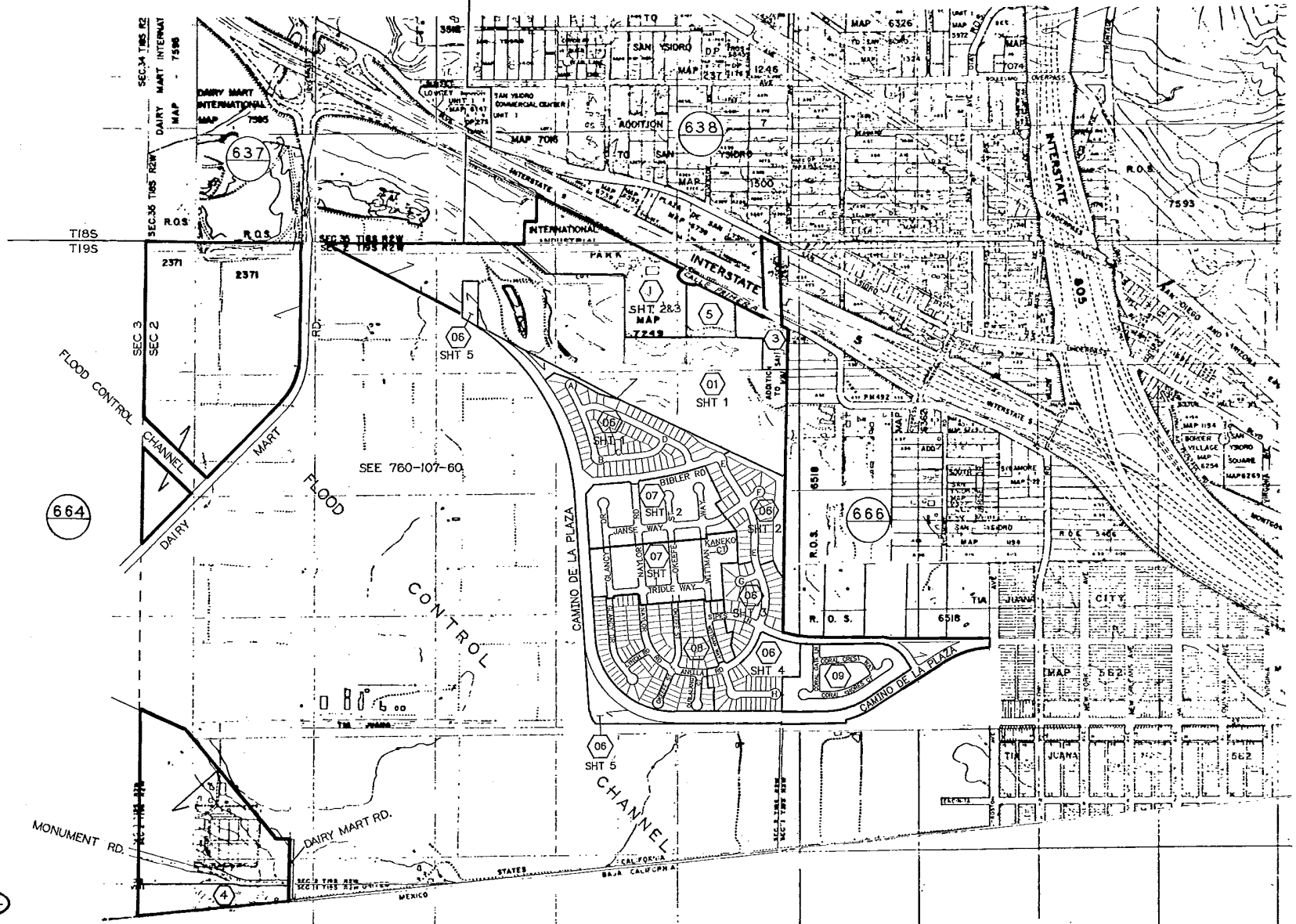

638-29
1"=100'
HWY 117
630
26
SHT. 1
SHT. 3
SHT. 2
(UNDERPASS) PICADOR BLVD
SMYTHE
VIA DE LA BANDOLA
VIA DEL BARDO
DE LA MELODIA
290
291
ATHEY
60 AVE
98 AVE
71
2.11AC
72
2.27AC
70
1.33 AC
607.63
CHANGES
BLK OLD NEW YR CUT
290 1-68 85 201
291 1-72 92 50 CANC
291 31432 73574 95 100
6-14-94 OB
MAP 12842-ROBINHOOD CREEK
MAP 11073-RAINBOW PARK SOUTH
SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 638 PAGE 29
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

665–INDEX

09/12/02

1"=800'

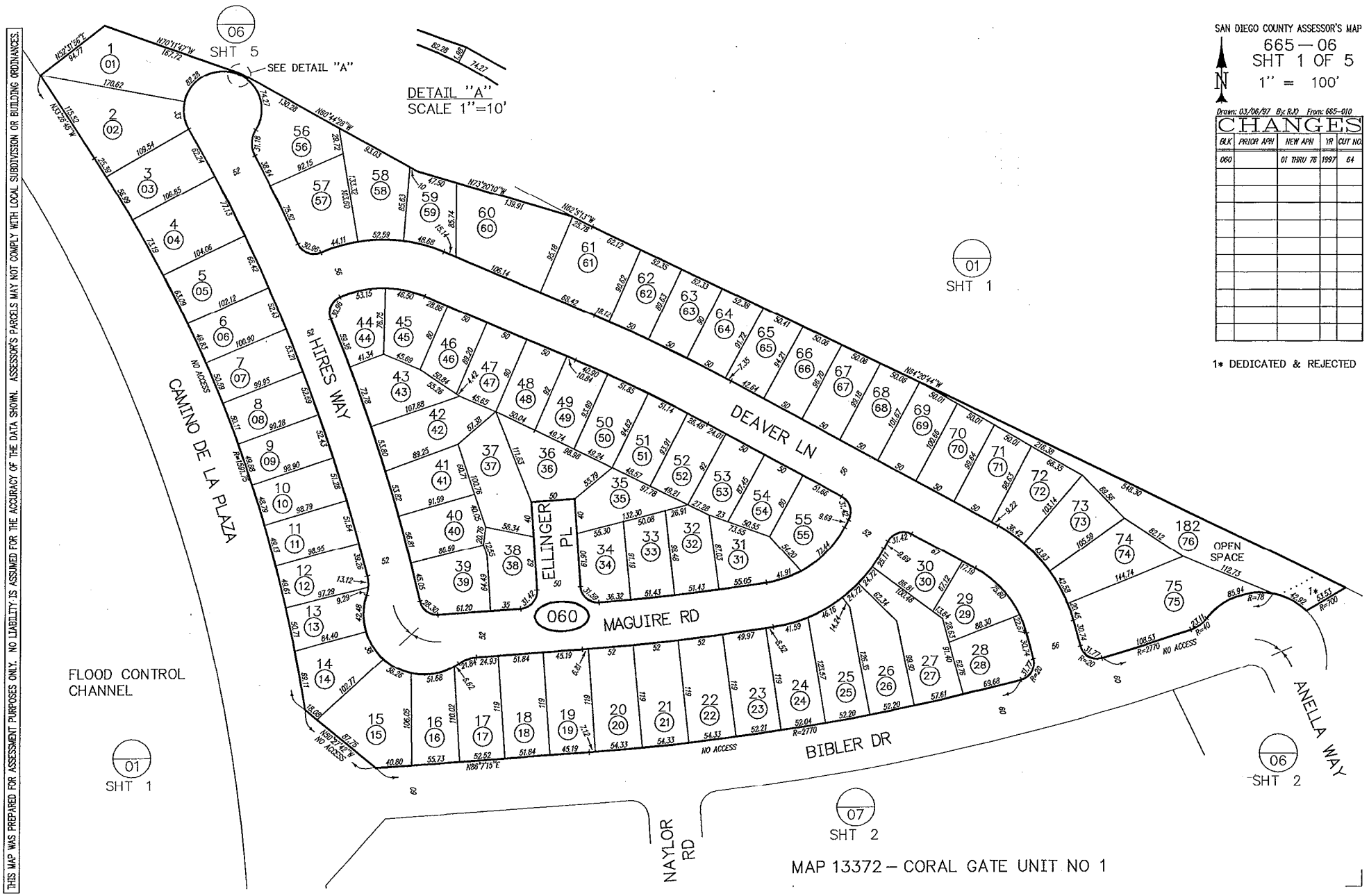


A– HIRES WAY
B– MAGUIRE RD
C– ELLINGER PL
D– DEAVER LN
E– ANELLA WAY
F– JANSE WAY
G– FIX CT
H– WITTMAN WAY

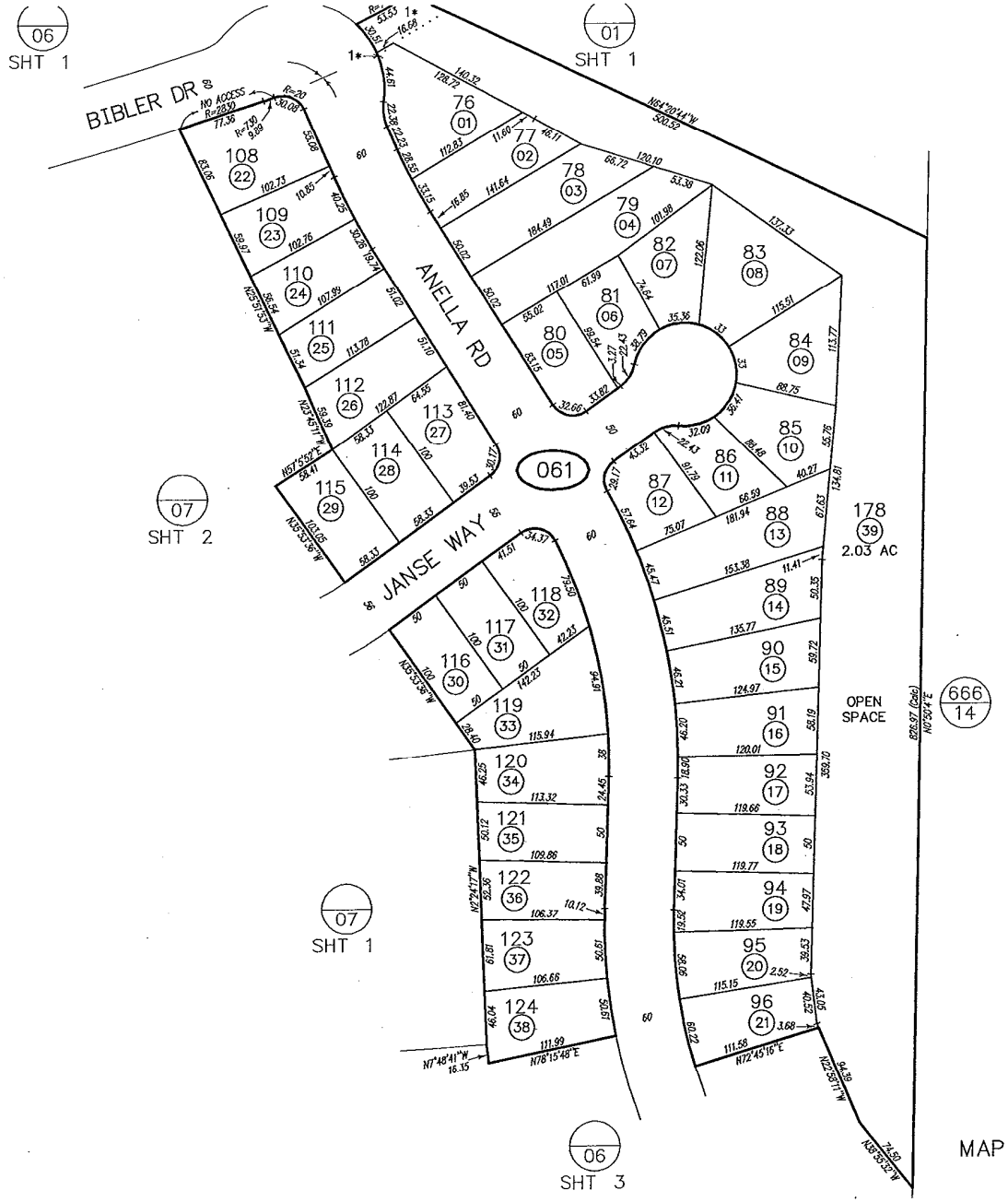
S.D. 6-24-75

665 INDEX

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.


SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 06
SHT 1 OF 5
1" = 100'
N
Drawn: 03/06/97 By: RJO From: 665-010
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
060 | | 01 THRU 76 | 1997 | 64
1* DEDICATED & REJECTED
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
DETAIL "A"
SCALE 1"=10'
SEE DETAIL "A"
06 SHT 5
01 SHT 1
CAMINO DE LA PLAZA
HIRES WAY
DEAVER LN
ELLINGER PL
060
MAGUIRE RD
OPEN SPACE
ANELLA WAY
BIBLER DR
NAYLOR RD
FLOOD CONTROL CHANNEL
NO ACCESS
06 SHT 2
07 SHT 2
MAP 13372 — CORAL GATE UNIT NO 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SAN DIEGO COUNTY ASSESSOR'S MAP
665 – 06
SHT 2 OF 5
N
1" = 100'

Drawn: 03/06/97 By: RJO From: 665-010

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO
061		01 THRU 39	1997	64

1* DEDICATED & REJECTED

MAP 13372 – CORAL GATE UNIT NO 1

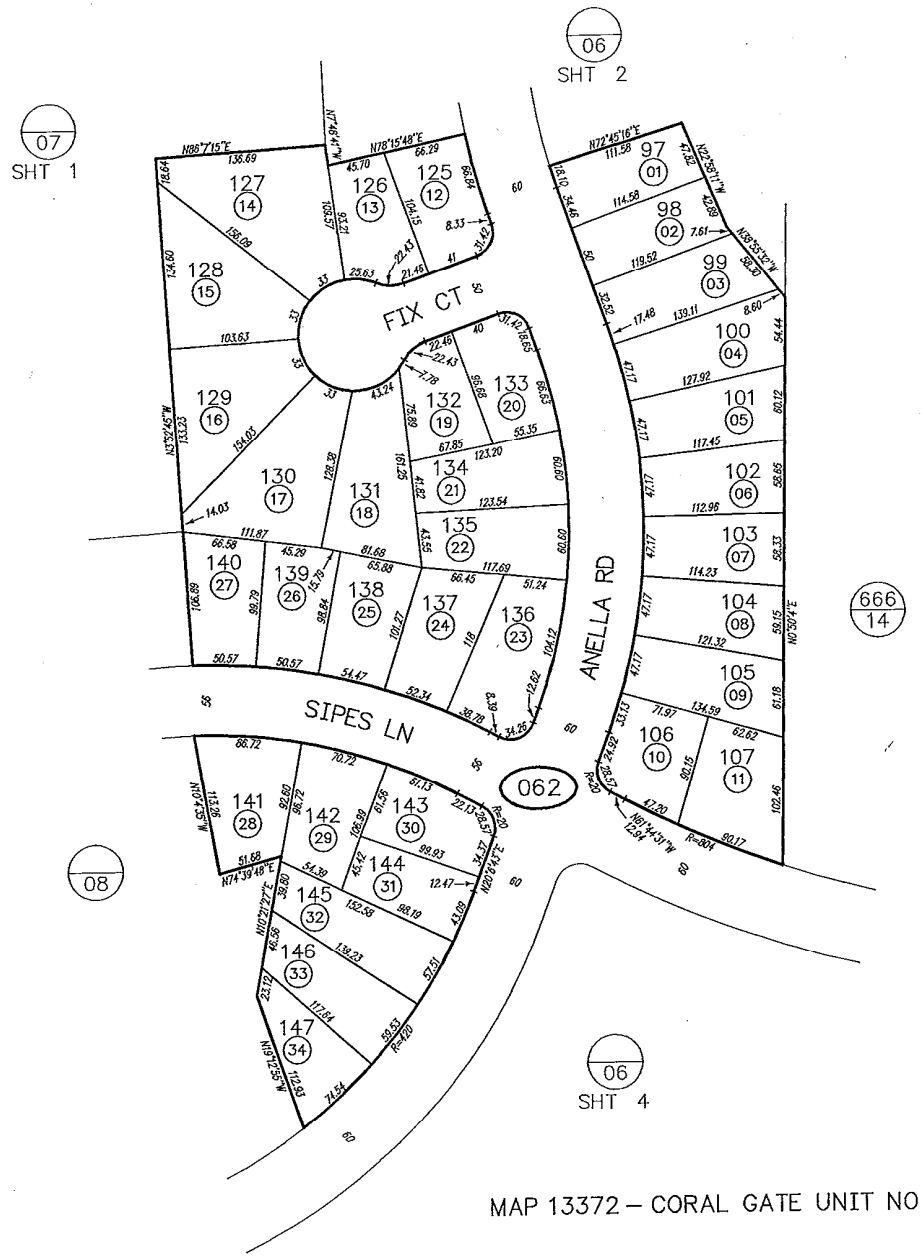
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 06
SHT 3 OF 5
N
1" = 100'
6/7/1999 EBF
Drawn: 03/06/97 By: RJO From: 665-020

CHANGES

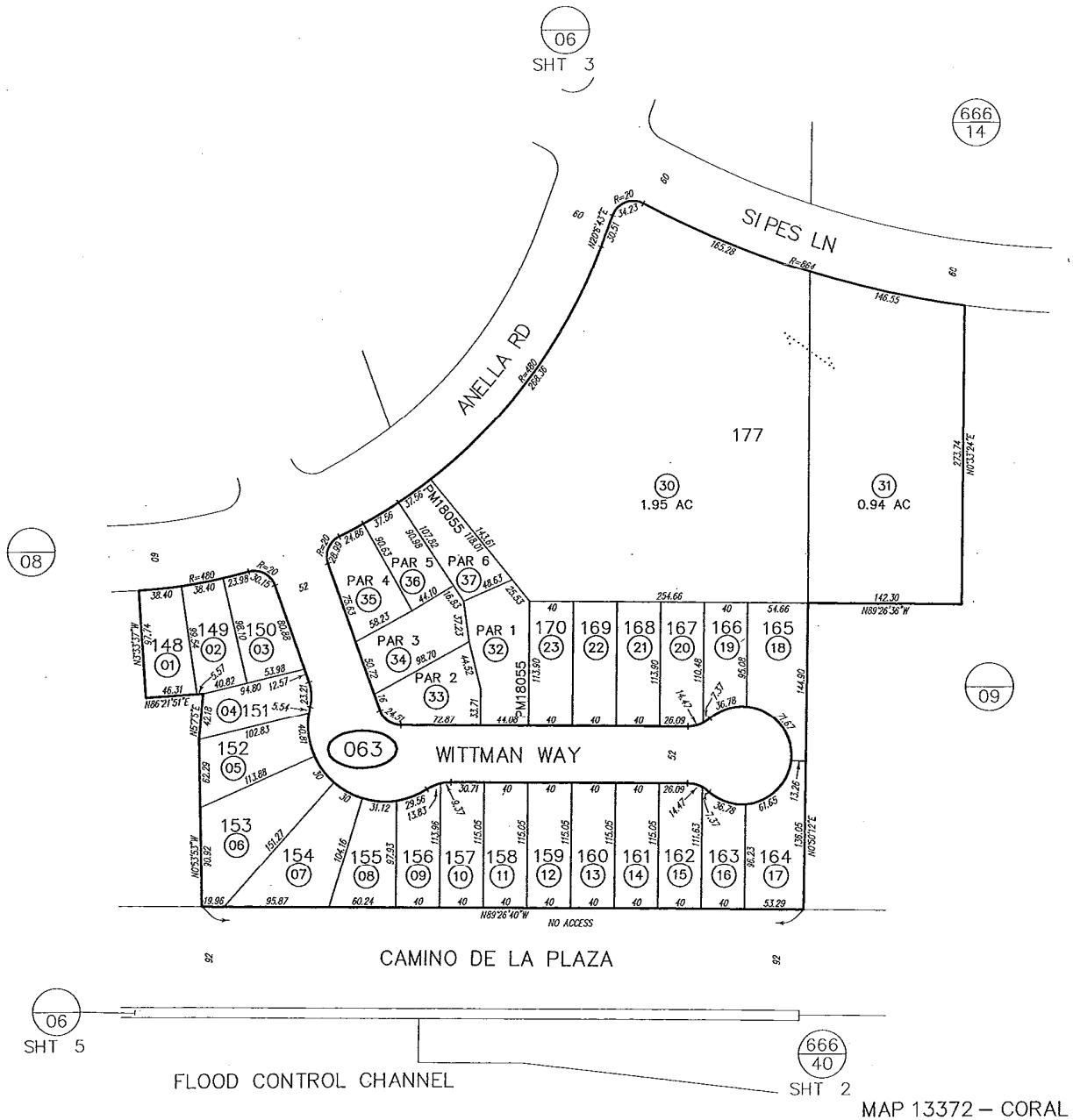
BLK	PRIOR APN	NEW APN	YR	CUT NO.
062		01 THRU 34	1997	64



MAP 13372 — CORAL GATE UNIT NO 1

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 06
SHT 4 OF 5
N
1" = 100'
09/19/2014 JGD ✓
Drawn: 03/07/97 By: RJO From: 665-020

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
063		01 THRU 31	1997	64
	24 THRU 29	32 THRU 37	99	1502

MAP 13372 — CORAL GATE UNIT NO 1

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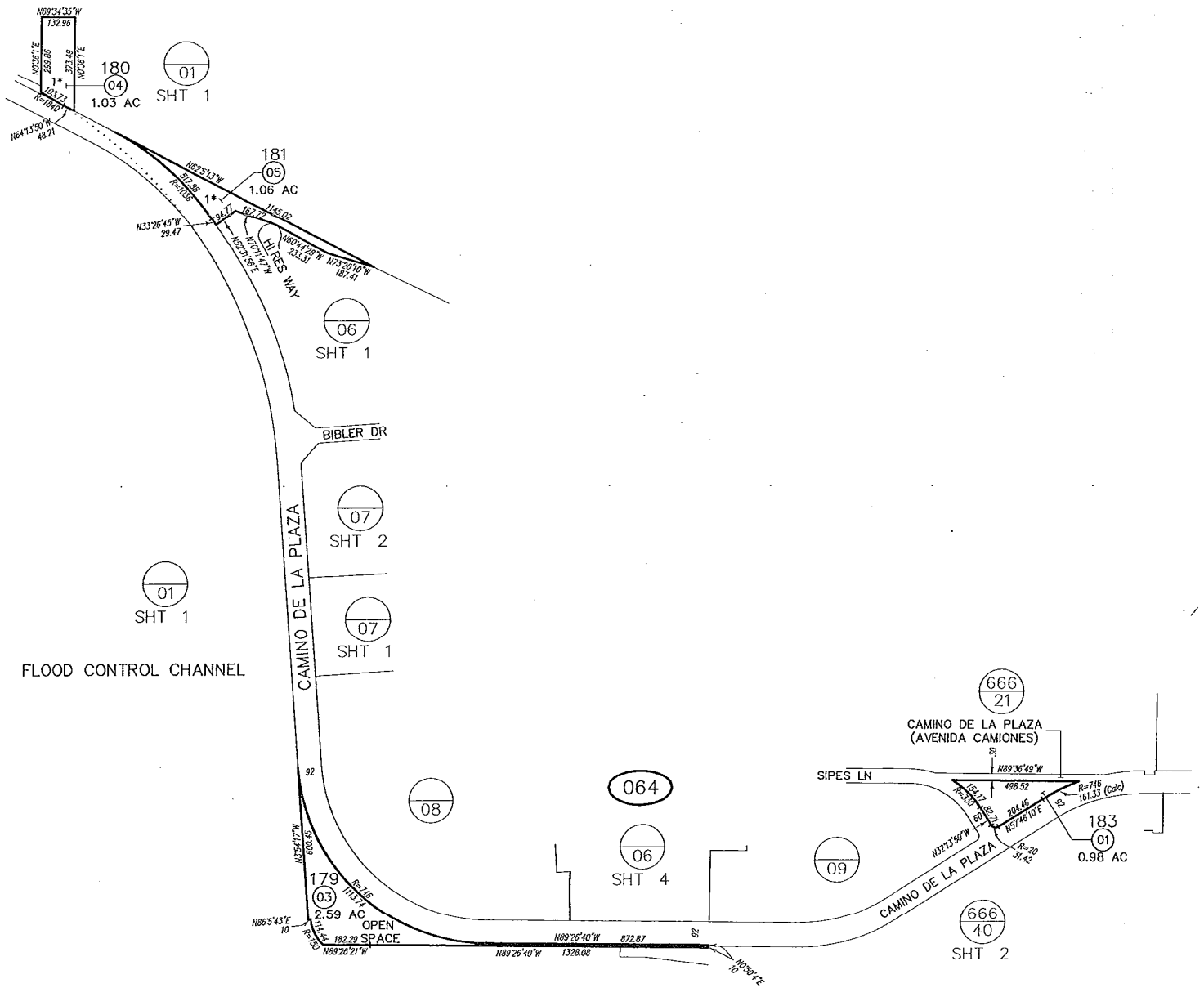
08



MAP 13372 – CORAL GATE UNIT NO 1

SAN DIEGO COUNTY ASSESSOR'S MAP

665 – 06
SHT 5 OF 5

N

1" = 400'

09/19/2014 JGD ✓

Drawn: 03/07/97 By: RJO From: 665-010

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
064		01 THRU 06	1997	64
	06	POR 666 PG 40 SHT 2	03	59

1* OPEN SPACE

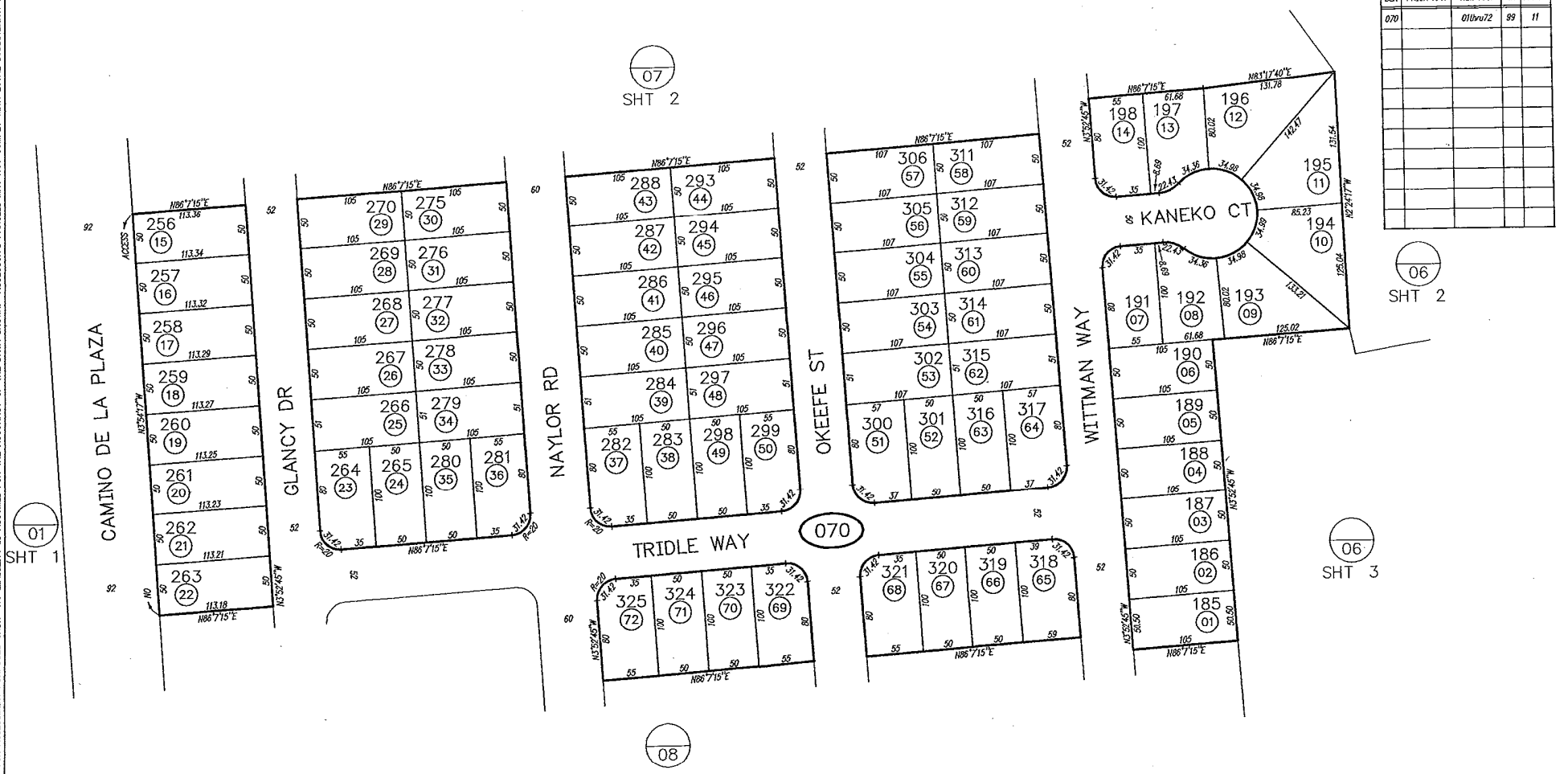
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 07
SHT 1 OF 2
N
1'' = 100'
6/7/1999 EBF ✓
Drawn: 4/15/98 By: AG From: 665-020

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
070		01thru72	99	11



MAP 13546 — CORAL GATE NO 2

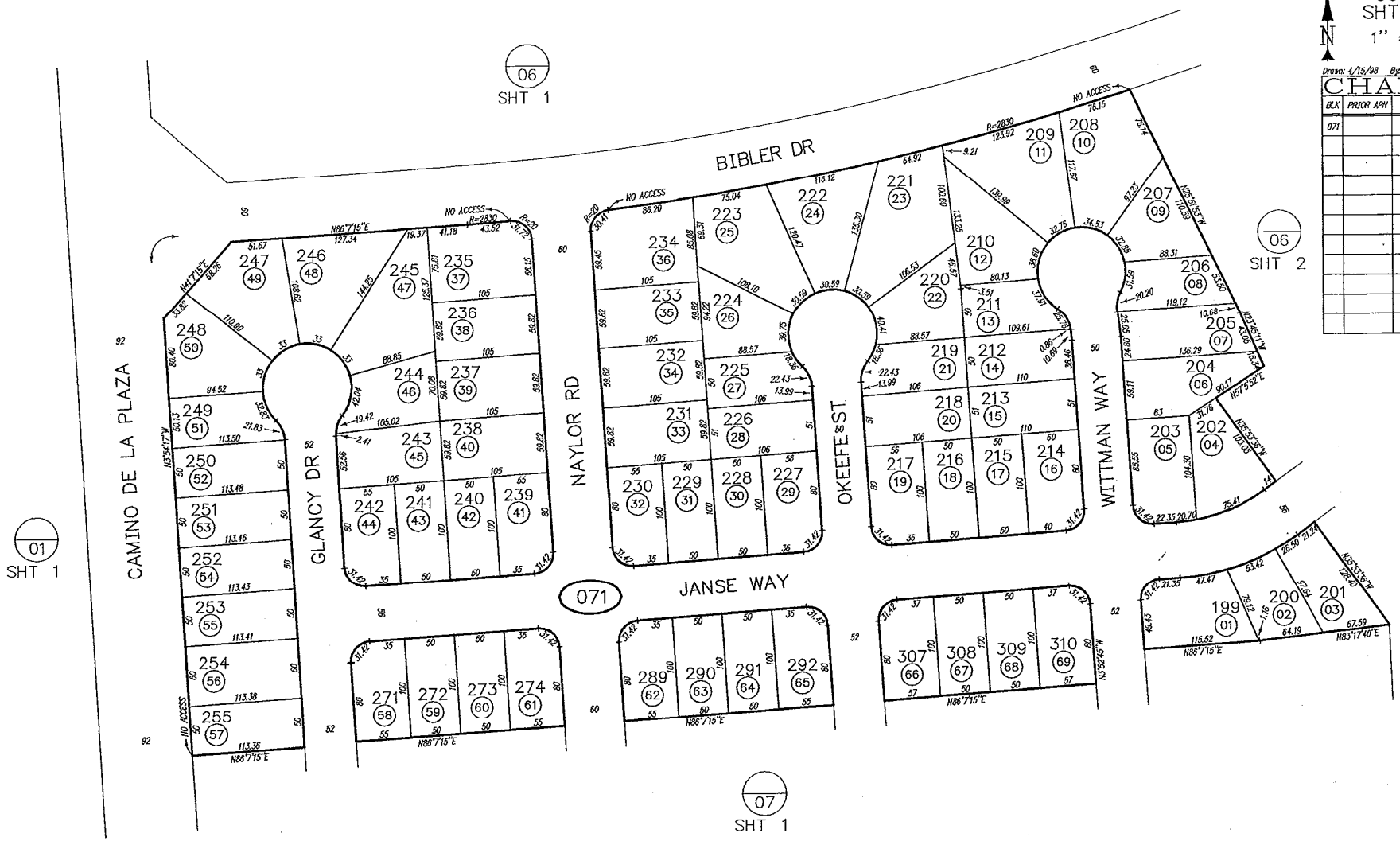
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 07
SHT 2 OF 2
N
1" = 100'

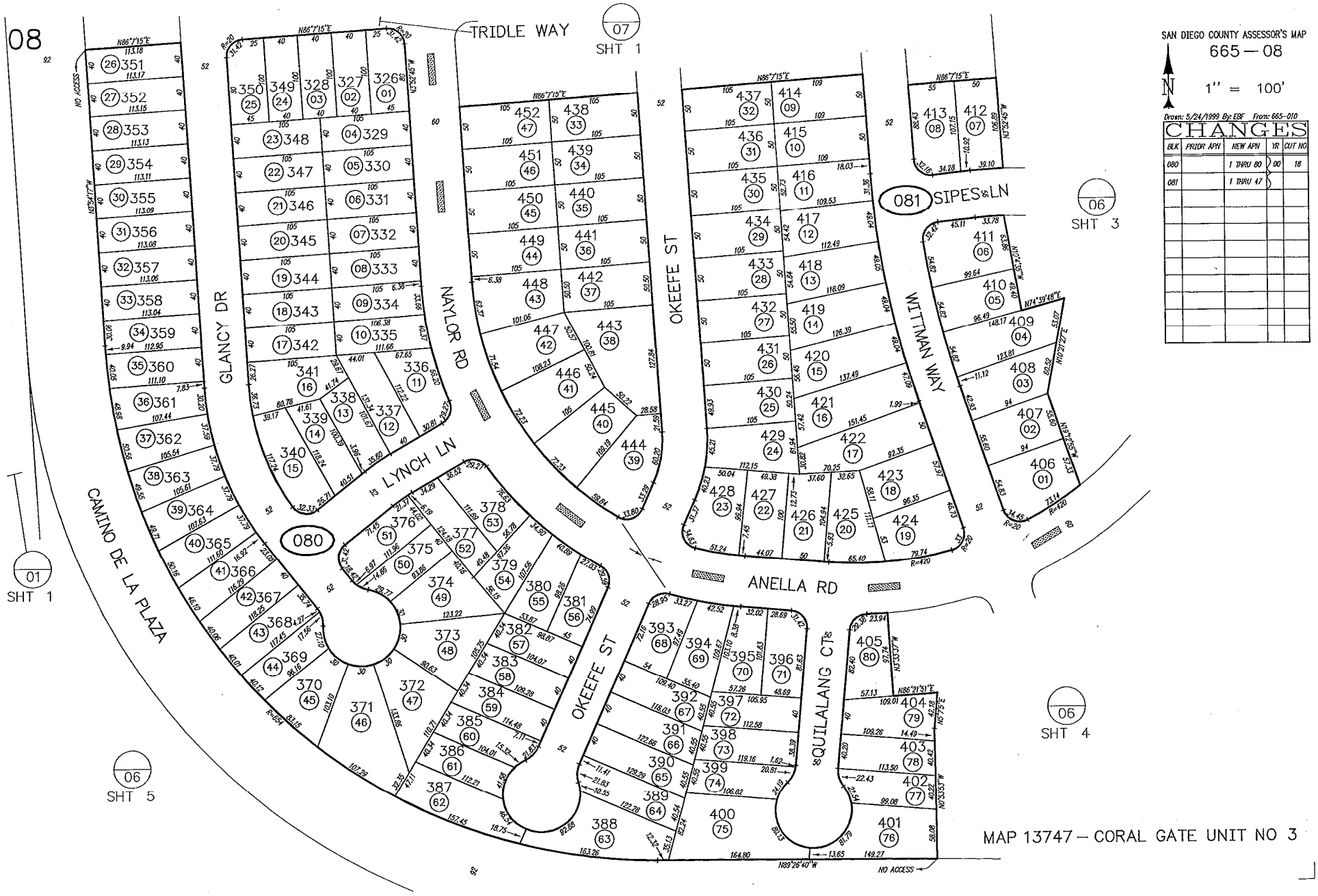
Drawn: 4/15/98 By: AG From: 665-010

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
071		01thru69	99	11

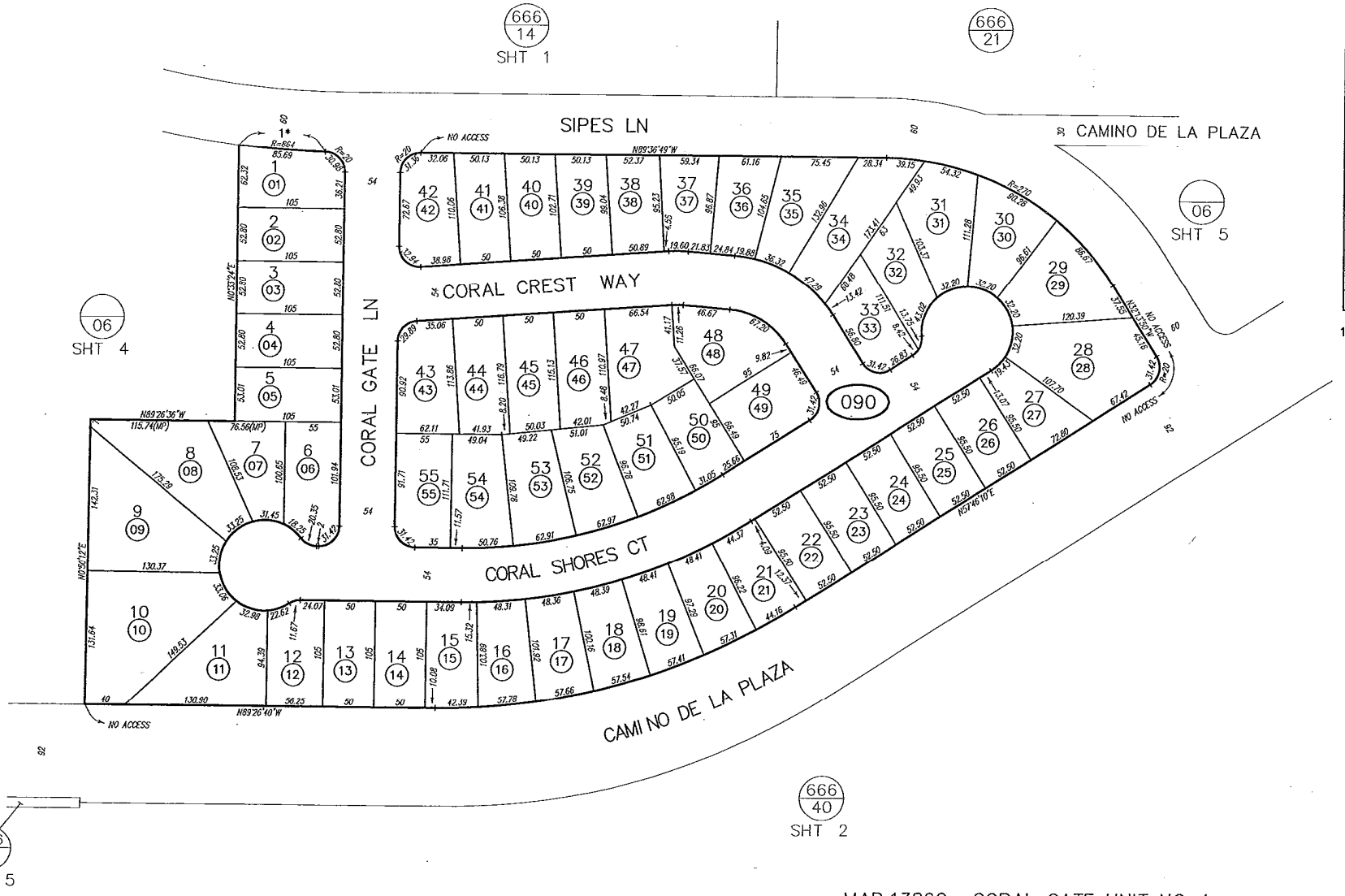


MAP 13546 — CORAL GATE NO 2



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



MAP 13860 – CORAL GATE UNIT NO 4

SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 09

N

1" = 100'
09/19/2014 JGD ✓
Drawn: 1/22/2000 By: EBF From: 665-064

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO
090		01 THRU 55	00	131

1* NO ACCESS

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Exhibit G

Special Tax Roll for Fiscal Year 2025/2026

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	1	638-291-01-00	$0.00	$0.00
12842	2	638-291-02-00	$0.00	$0.00
12842	3	638-291-03-00	$0.00	$0.00
12842	4	638-291-04-00	$0.00	$0.00
12842	5	638-291-05-00	$0.00	$0.00
12842	6	638-291-06-00	$0.00	$0.00
12842	7	638-291-07-00	$0.00	$0.00
12842	8	638-291-08-00	$0.00	$0.00
12842	9	638-291-09-00	$0.00	$0.00
12842	10	638-291-10-00	$0.00	$0.00
12842	11	638-291-11-00	$0.00	$0.00
12842	12	638-291-12-00	$0.00	$0.00
12842	13	638-291-13-00	$0.00	$0.00
12842	14	638-291-14-00	$0.00	$0.00
12842	15	638-291-15-00	$0.00	$0.00
12842	16	638-291-16-00	$0.00	$0.00
12842	17	638-291-17-00	$0.00	$0.00
12842	18	638-291-18-00	$0.00	$0.00
12842	19	638-291-19-00	$0.00	$0.00
12842	20	638-291-20-00	$0.00	$0.00
12842	21	638-291-21-00	$0.00	$0.00
12842	22	638-291-22-00	$0.00	$0.00
12842	23	638-291-23-00	$0.00	$0.00
12842	24	638-291-24-00	$0.00	$0.00
12842	25	638-291-25-00	$0.00	$0.00
12842	26	638-291-26-00	$0.00	$0.00
12842	27	638-291-27-00	$0.00	$0.00
12842	28	638-291-28-00	$0.00	$0.00
12842	29	638-291-29-00	$0.00	$0.00
12842	30	638-291-30-00	$0.00	$0.00
12842	33	638-291-33-00	$0.00	$0.00
12842	34	638-291-34-00	$0.00	$0.00
12842	35	638-291-35-00	$0.00	$0.00
12842	36	638-291-36-00	$0.00	$0.00
12842	37	638-291-37-00	$0.00	$0.00
12842	38	638-291-38-00	$0.00	$0.00
12842	39	638-291-39-00	$0.00	$0.00
12842	40	638-291-40-00	$0.00	$0.00
12842	41	638-291-41-00	$0.00	$0.00
12842	42	638-291-42-00	$0.00	$0.00
12842	43	638-291-43-00	$0.00	$0.00
12842	44	638-291-44-00	$0.00	$0.00
12842	45	638-291-45-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	46	638-291-46-00	$0.00	$0.00
12842	47	638-291-47-00	$0.00	$0.00
12842	48	638-291-48-00	$0.00	$0.00
12842	49	638-291-49-00	$0.00	$0.00
12842	50	638-291-50-00	$0.00	$0.00
12842	51	638-291-51-00	$0.00	$0.00
12842	52	638-291-52-00	$0.00	$0.00
12842	53	638-291-53-00	$0.00	$0.00
12842	54	638-291-54-00	$0.00	$0.00
12842	55	638-291-55-00	$0.00	$0.00
12842	56	638-291-56-00	$0.00	$0.00
12842	57	638-291-57-00	$0.00	$0.00
12842	58	638-291-58-00	$0.00	$0.00
12842	59	638-291-59-00	$0.00	$0.00
12842	60	638-291-60-00	$0.00	$0.00
12842	61	638-291-61-00	$0.00	$0.00
12842	62	638-291-62-00	$0.00	$0.00
12842	63	638-291-63-00	$0.00	$0.00
12842	64	638-291-64-00	$0.00	$0.00
12842	65	638-291-65-00	$0.00	$0.00
12842	66	638-291-66-00	$0.00	$0.00
12842	67	638-291-67-00	$0.00	$0.00
12842	68	638-291-68-00	$0.00	$0.00
12842	69	638-291-69-00	$0.00	$0.00
12842	70	638-291-70-00	$0.00	$0.00
12842	71	638-291-71-00	$0.00	$0.00
12842	72	638-291-72-00	$0.00	$0.00
12842	31	638-291-73-00	$0.00	$0.00
12842	32	638-291-74-00	$0.00	$0.00
13372	1	665-060-01-00	$0.00	$0.00
13372	2	665-060-02-00	$0.00	$0.00
13372	3	665-060-03-00	$0.00	$0.00
13372	4	665-060-04-00	$0.00	$0.00
13372	5	665-060-05-00	$0.00	$0.00
13372	6	665-060-06-00	$0.00	$0.00
13372	7	665-060-07-00	$0.00	$0.00
13372	8	665-060-08-00	$0.00	$0.00
13372	9	665-060-09-00	$0.00	$0.00
13372	10	665-060-10-00	$0.00	$0.00
13372	11	665-060-11-00	$0.00	$0.00
13372	12	665-060-12-00	$0.00	$0.00
13372	13	665-060-13-00	$0.00	$0.00
13372	14	665-060-14-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	15	665-060-15-00	$0.00	$0.00
13372	16	665-060-16-00	$0.00	$0.00
13372	17	665-060-17-00	$0.00	$0.00
13372	18	665-060-18-00	$0.00	$0.00
13372	19	665-060-19-00	$0.00	$0.00
13372	20	665-060-20-00	$0.00	$0.00
13372	21	665-060-21-00	$0.00	$0.00
13372	22	665-060-22-00	$0.00	$0.00
13372	23	665-060-23-00	$0.00	$0.00
13372	24	665-060-24-00	$0.00	$0.00
13372	25	665-060-25-00	$0.00	$0.00
13372	26	665-060-26-00	$0.00	$0.00
13372	27	665-060-27-00	$0.00	$0.00
13372	28	665-060-28-00	$0.00	$0.00
13372	29	665-060-29-00	$0.00	$0.00
13372	30	665-060-30-00	$0.00	$0.00
13372	31	665-060-31-00	$0.00	$0.00
13372	32	665-060-32-00	$0.00	$0.00
13372	33	665-060-33-00	$0.00	$0.00
13372	34	665-060-34-00	$0.00	$0.00
13372	35	665-060-35-00	$0.00	$0.00
13372	36	665-060-36-00	$0.00	$0.00
13372	37	665-060-37-00	$0.00	$0.00
13372	38	665-060-38-00	$0.00	$0.00
13372	39	665-060-39-00	$0.00	$0.00
13372	40	665-060-40-00	$0.00	$0.00
13372	41	665-060-41-00	$0.00	$0.00
13372	42	665-060-42-00	$0.00	$0.00
13372	43	665-060-43-00	$0.00	$0.00
13372	44	665-060-44-00	$0.00	$0.00
13372	45	665-060-45-00	$0.00	$0.00
13372	46	665-060-46-00	$0.00	$0.00
13372	47	665-060-47-00	$0.00	$0.00
13372	48	665-060-48-00	$0.00	$0.00
13372	49	665-060-49-00	$0.00	$0.00
13372	50	665-060-50-00	$0.00	$0.00
13372	51	665-060-51-00	$0.00	$0.00
13372	52	665-060-52-00	$0.00	$0.00
13372	53	665-060-53-00	$0.00	$0.00
13372	54	665-060-54-00	$0.00	$0.00
13372	55	665-060-55-00	$0.00	$0.00
13372	56	665-060-56-00	$0.00	$0.00
13372	57	665-060-57-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	58	665-060-58-00	$0.00	$0.00
13372	59	665-060-59-00	$0.00	$0.00
13372	60	665-060-60-00	$0.00	$0.00
13372	61	665-060-61-00	$0.00	$0.00
13372	62	665-060-62-00	$0.00	$0.00
13372	63	665-060-63-00	$0.00	$0.00
13372	64	665-060-64-00	$0.00	$0.00
13372	65	665-060-65-00	$0.00	$0.00
13372	66	665-060-66-00	$0.00	$0.00
13372	67	665-060-67-00	$0.00	$0.00
13372	68	665-060-68-00	$0.00	$0.00
13372	69	665-060-69-00	$0.00	$0.00
13372	70	665-060-70-00	$0.00	$0.00
13372	71	665-060-71-00	$0.00	$0.00
13372	72	665-060-72-00	$0.00	$0.00
13372	73	665-060-73-00	$0.00	$0.00
13372	74	665-060-74-00	$0.00	$0.00
13372	75	665-060-75-00	$0.00	$0.00
13372	182	665-060-76-00	$0.00	$0.00
13372	76	665-061-01-00	$0.00	$0.00
13372	77	665-061-02-00	$0.00	$0.00
13372	78	665-061-03-00	$0.00	$0.00
13372	79	665-061-04-00	$0.00	$0.00
13372	80	665-061-05-00	$0.00	$0.00
13372	81	665-061-06-00	$0.00	$0.00
13372	82	665-061-07-00	$0.00	$0.00
13372	83	665-061-08-00	$0.00	$0.00
13372	84	665-061-09-00	$0.00	$0.00
13372	85	665-061-10-00	$0.00	$0.00
13372	86	665-061-11-00	$0.00	$0.00
13372	87	665-061-12-00	$0.00	$0.00
13372	88	665-061-13-00	$0.00	$0.00
13372	89	665-061-14-00	$0.00	$0.00
13372	90	665-061-15-00	$0.00	$0.00
13372	91	665-061-16-00	$0.00	$0.00
13372	92	665-061-17-00	$0.00	$0.00
13372	93	665-061-18-00	$0.00	$0.00
13372	94	665-061-19-00	$0.00	$0.00
13372	95	665-061-20-00	$0.00	$0.00
13372	96	665-061-21-00	$0.00	$0.00
13372	108	665-061-22-00	$0.00	$0.00
13372	109	665-061-23-00	$0.00	$0.00
13372	110	665-061-24-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	111	665-061-25-00	$0.00	$0.00
13372	112	665-061-26-00	$0.00	$0.00
13372	113	665-061-27-00	$0.00	$0.00
13372	114	665-061-28-00	$0.00	$0.00
13372	115	665-061-29-00	$0.00	$0.00
13372	116	665-061-30-00	$0.00	$0.00
13372	117	665-061-31-00	$0.00	$0.00
13372	1178	665-061-32-00	$0.00	$0.00
13372	119	665-061-33-00	$0.00	$0.00
13372	120	665-061-34-00	$0.00	$0.00
13372	121	665-061-35-00	$0.00	$0.00
13372	122	665-061-36-00	$0.00	$0.00
13372	123	665-061-37-00	$0.00	$0.00
13372	124	665-061-38-00	$0.00	$0.00
13372	178	665-061-39-00	$0.00	$0.00
13372	97	665-062-01-00	$0.00	$0.00
13372	98	665-062-02-00	$0.00	$0.00
13372	99	665-062-03-00	$0.00	$0.00
13372	100	665-062-04-00	$0.00	$0.00
13372	101	665-062-05-00	$0.00	$0.00
13372	102	665-062-06-00	$0.00	$0.00
13372	103	665-062-07-00	$0.00	$0.00
13372	104	665-062-08-00	$0.00	$0.00
13372	105	665-062-09-00	$0.00	$0.00
13372	106	665-062-10-00	$0.00	$0.00
13372	107	665-062-11-00	$0.00	$0.00
13372	125	665-062-12-00	$0.00	$0.00
13372	126	665-062-13-00	$0.00	$0.00
13372	127	665-062-14-00	$0.00	$0.00
13372	128	665-062-15-00	$0.00	$0.00
13372	129	665-062-16-00	$0.00	$0.00
13372	130	665-062-17-00	$0.00	$0.00
13372	131	665-062-18-00	$0.00	$0.00
13372	132	665-062-19-00	$0.00	$0.00
13372	133	665-062-20-00	$0.00	$0.00
13372	134	665-062-21-00	$0.00	$0.00
13372	135	665-062-22-00	$0.00	$0.00
13372	136	665-062-23-00	$0.00	$0.00
13372	137	665-062-24-00	$0.00	$0.00
13372	138	665-062-25-00	$0.00	$0.00
13372	139	665-062-26-00	$0.00	$0.00
13372	140	665-062-27-00	$0.00	$0.00
13372	141	665-062-28-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	142	665-062-29-00	$0.00	$0.00
13372	143	665-062-30-00	$0.00	$0.00
13372	144	665-062-31-00	$0.00	$0.00
13372	145	665-062-32-00	$0.00	$0.00
13372	146	665-062-33-00	$0.00	$0.00
13372	147	665-062-34-00	$0.00	$0.00
13372	148	665-063-01-00	$0.00	$0.00
13372	149	665-063-02-00	$0.00	$0.00
13372	150	665-063-03-00	$0.00	$0.00
13372	151	665-063-04-00	$0.00	$0.00
13372	152	665-063-05-00	$0.00	$0.00
13372	153	665-063-06-00	$0.00	$0.00
13372	154	665-063-07-00	$0.00	$0.00
13372	155	665-063-08-00	$0.00	$0.00
13372	156	665-063-09-00	$0.00	$0.00
13372	157	665-063-10-00	$0.00	$0.00
13372	158	665-063-11-00	$0.00	$0.00
13372	159	665-063-12-00	$0.00	$0.00
13372	160	665-063-13-00	$0.00	$0.00
13372	161	665-063-14-00	$0.00	$0.00
13372	162	665-063-15-00	$0.00	$0.00
13372	163	665-063-16-00	$0.00	$0.00
13372	164	665-063-17-00	$0.00	$0.00
13372	165	665-063-18-00	$0.00	$0.00
13372	166	665-063-19-00	$0.00	$0.00
13372	167	665-063-20-00	$0.00	$0.00
13372	168	665-063-21-00	$0.00	$0.00
13372	169	665-063-22-00	$0.00	$0.00
13372	170	665-063-23-00	$0.00	$0.00
13372	177	665-063-30-00	$0.00	$0.00
13372	177	665-063-31-00	$0.00	$0.00
13372	PAR 1	665-063-32-00	$0.00	$0.00
13372	PAR 2	665-063-33-00	$0.00	$0.00
13372	PAR 3	665-063-34-00	$0.00	$0.00
13372	PAR 4	665-063-35-00	$0.00	$0.00
13372	PAR 5	665-063-36-00	$0.00	$0.00
13372	PAR 6	665-063-37-00	$0.00	$0.00
13372	179	665-064-03-00	$0.00	$0.00
13372	180	665-064-04-00	$0.00	$0.00
13372	181	665-064-05-00	$0.00	$0.00
13546	185	665-070-01-00	$0.00	$0.00
13546	186	665-070-02-00	$0.00	$0.00
13546	187	665-070-03-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	188	665-070-04-00	$0.00	$0.00
13546	189	665-070-05-00	$0.00	$0.00
13546	190	665-070-06-00	$0.00	$0.00
13546	191	665-070-07-00	$0.00	$0.00
13546	192	665-070-08-00	$0.00	$0.00
13546	193	665-070-09-00	$0.00	$0.00
13546	194	665-070-10-00	$0.00	$0.00
13546	195	665-070-11-00	$0.00	$0.00
13546	196	665-070-12-00	$0.00	$0.00
13546	197	665-070-13-00	$0.00	$0.00
13546	198	665-070-14-00	$0.00	$0.00
13546	256	665-070-15-00	$0.00	$0.00
13546	257	665-070-16-00	$0.00	$0.00
13546	258	665-070-17-00	$0.00	$0.00
13546	259	665-070-18-00	$0.00	$0.00
13546	260	665-070-19-00	$0.00	$0.00
13546	261	665-070-20-00	$0.00	$0.00
13546	262	665-070-21-00	$0.00	$0.00
13546	263	665-070-22-00	$0.00	$0.00
13546	264	665-070-23-00	$0.00	$0.00
13546	265	665-070-24-00	$0.00	$0.00
13546	266	665-070-25-00	$0.00	$0.00
13546	267	665-070-26-00	$0.00	$0.00
13546	268	665-070-27-00	$0.00	$0.00
13546	269	665-070-28-00	$0.00	$0.00
13546	270	665-070-29-00	$0.00	$0.00
13546	275	665-070-30-00	$0.00	$0.00
13546	276	665-070-31-00	$0.00	$0.00
13546	277	665-070-32-00	$0.00	$0.00
13546	278	665-070-33-00	$0.00	$0.00
13546	279	665-070-34-00	$0.00	$0.00
13546	280	665-070-35-00	$0.00	$0.00
13546	281	665-070-36-00	$0.00	$0.00
13546	282	665-070-37-00	$0.00	$0.00
13546	283	665-070-38-00	$0.00	$0.00
13546	284	665-070-39-00	$0.00	$0.00
13546	285	665-070-40-00	$0.00	$0.00
13546	286	665-070-41-00	$0.00	$0.00
13546	287	665-070-42-00	$0.00	$0.00
13546	288	665-070-43-00	$0.00	$0.00
13546	293	665-070-44-00	$0.00	$0.00
13546	294	665-070-45-00	$0.00	$0.00
13546	295	665-070-46-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	296	665-070-47-00	$0.00	$0.00
13546	297	665-070-48-00	$0.00	$0.00
13546	298	665-070-49-00	$0.00	$0.00
13546	299	665-070-50-00	$0.00	$0.00
13546	300	665-070-51-00	$0.00	$0.00
13546	301	665-070-52-00	$0.00	$0.00
13546	302	665-070-53-00	$0.00	$0.00
13546	303	665-070-54-00	$0.00	$0.00
13546	304	665-070-55-00	$0.00	$0.00
13546	305	665-070-56-00	$0.00	$0.00
13546	306	665-070-57-00	$0.00	$0.00
13546	311	665-070-58-00	$0.00	$0.00
13546	312	665-070-59-00	$0.00	$0.00
13546	313	665-070-60-00	$0.00	$0.00
13546	314	665-070-61-00	$0.00	$0.00
13546	315	665-070-62-00	$0.00	$0.00
13546	316	665-070-63-00	$0.00	$0.00
13546	317	665-070-64-00	$0.00	$0.00
13546	318	665-070-65-00	$0.00	$0.00
13546	319	665-070-66-00	$0.00	$0.00
13546	320	665-070-67-00	$0.00	$0.00
13546	321	665-070-68-00	$0.00	$0.00
13546	322	665-070-69-00	$0.00	$0.00
13546	323	665-070-70-00	$0.00	$0.00
13546	324	665-070-71-00	$0.00	$0.00
13546	325	665-070-72-00	$0.00	$0.00
13546	199	665-071-01-00	$0.00	$0.00
13546	200	665-071-02-00	$0.00	$0.00
13546	201	665-071-03-00	$0.00	$0.00
13546	202	665-071-04-00	$0.00	$0.00
13546	203	665-071-05-00	$0.00	$0.00
13546	204	665-071-06-00	$0.00	$0.00
13546	205	665-071-07-00	$0.00	$0.00
13546	206	665-071-08-00	$0.00	$0.00
13546	207	665-071-09-00	$0.00	$0.00
13546	208	665-071-10-00	$0.00	$0.00
13546	209	665-071-11-00	$0.00	$0.00
13546	210	665-071-12-00	$0.00	$0.00
13546	211	665-071-13-00	$0.00	$0.00
13546	212	665-071-14-00	$0.00	$0.00
13546	213	665-071-15-00	$0.00	$0.00
13546	214	665-071-16-00	$0.00	$0.00
13546	215	665-071-17-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	216	665-071-18-00	$0.00	$0.00
13546	217	665-071-19-00	$0.00	$0.00
13546	218	665-071-20-00	$0.00	$0.00
13546	219	665-071-21-00	$0.00	$0.00
13546	220	665-071-22-00	$0.00	$0.00
13546	221	665-071-23-00	$0.00	$0.00
13546	222	665-071-24-00	$0.00	$0.00
13546	223	665-071-25-00	$0.00	$0.00
13546	224	665-071-26-00	$0.00	$0.00
13546	225	665-071-27-00	$0.00	$0.00
13546	226	665-071-28-00	$0.00	$0.00
13546	227	665-071-29-00	$0.00	$0.00
13546	228	665-071-30-00	$0.00	$0.00
13546	229	665-071-31-00	$0.00	$0.00
13546	230	665-071-32-00	$0.00	$0.00
13546	231	665-071-33-00	$0.00	$0.00
13546	232	665-071-34-00	$0.00	$0.00
13546	233	665-071-35-00	$0.00	$0.00
13546	234	665-071-36-00	$0.00	$0.00
13546	235	665-071-37-00	$1,118.65	$1,118.64
13546	236	665-071-38-00	$0.00	$0.00
13546	237	665-071-39-00	$0.00	$0.00
13546	238	665-071-40-00	$0.00	$0.00
13546	239	665-071-41-00	$0.00	$0.00
13546	240	665-071-42-00	$0.00	$0.00
13546	241	665-071-43-00	$0.00	$0.00
13546	242	665-071-44-00	$0.00	$0.00
13546	246	665-071-45-00	$0.00	$0.00
13546	244	665-071-46-00	$0.00	$0.00
13546	245	665-071-47-00	$0.00	$0.00
13546	246	665-071-48-00	$0.00	$0.00
13546	247	665-071-49-00	$0.00	$0.00
13546	248	665-071-50-00	$0.00	$0.00
13546	249	665-071-51-00	$0.00	$0.00
13546	250	665-071-52-00	$0.00	$0.00
13546	251	665-071-53-00	$0.00	$0.00
13546	252	665-071-54-00	$0.00	$0.00
13546	253	665-071-55-00	$0.00	$0.00
13546	254	665-071-56-00	$0.00	$0.00
13546	255	665-071-57-00	$0.00	$0.00
13546	271	665-071-58-00	$0.00	$0.00
13546	272	665-071-59-00	$0.00	$0.00
13546	273	665-071-60-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	274	665-071-61-00	$0.00	$0.00
13546	289	665-071-62-00	$0.00	$0.00
13546	290	665-071-63-00	$0.00	$0.00
13546	291	665-071-64-00	$0.00	$0.00
13546	292	665-071-65-00	$0.00	$0.00
13546	307	665-071-66-00	$0.00	$0.00
13546	308	665-071-67-00	$0.00	$0.00
13546	309	665-071-68-00	$0.00	$0.00
13546	310	665-071-69-00	$0.00	$0.00
13747	326	665-080-01-00	$0.00	$0.00
13747	327	665-080-02-00	$0.00	$0.00
13747	328	665-080-03-00	$0.00	$0.00
13747	329	665-080-04-00	$0.00	$0.00
13747	330	665-080-05-00	$0.00	$0.00
13747	331	665-080-0600	$0.00	$0.00
13747	332	665-080-07-00	$0.00	$0.00
13747	333	665-080-08-00	$0.00	$0.00
13747	334	665-080-09-00	$0.00	$0.00
13747	335	665-080-10-00	$0.00	$0.00
13747	336	665-080-11-00	$0.00	$0.00
13747	337	665-080-12-00	$0.00	$0.00
13747	338	665-080-13-00	$0.00	$0.00
13747	339	665-080-14-00	$0.00	$0.00
13747	340	665-080-15-00	$0.00	$0.00
13747	341	665-080-16-00	$0.00	$0.00
13747	342	665-080-17-00	$0.00	$0.00
13747	343	665-080-18-00	$0.00	$0.00
13747	344	665-080-19-00	$0.00	$0.00
13747	345	665-080-20-00	$0.00	$0.00
13747	346	665-080-21-00	$0.00	$0.00
13747	347	665-080-22-00	$0.00	$0.00
13747	348	665-080-23-00	$0.00	$0.00
13747	349	665-080-24-00	$0.00	$0.00
13747	350	665-080-25-00	$0.00	$0.00
13747	351	665-080-26-00	$0.00	$0.00
13747	352	665-080-27-00	$0.00	$0.00
13747	353	665-080-28-00	$0.00	$0.00
13747	354	665-080-29-00	$0.00	$0.00
13747	355	665-080-30-00	$0.00	$0.00
13747	356	665-080-31-00	$0.00	$0.00
13747	357	665-080-32-00	$0.00	$0.00
13747	358	665-080-33-00	$0.00	$0.00
13747	359	665-080-34-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	360	665-080-35-00	$0.00	$0.00
13747	361	665-080-36-00	$0.00	$0.00
13747	362	665-080-37-00	$0.00	$0.00
13747	363	665-080-38-00	$0.00	$0.00
13747	364	665-080-39-00	$0.00	$0.00
13747	365	665-080-40-00	$0.00	$0.00
13747	366	665-080-41-00	$0.00	$0.00
13747	367	665-080-42-00	$0.00	$0.00
13747	368	665-080-43-00	$0.00	$0.00
13747	369	665-080-44-00	$0.00	$0.00
13747	370	665-080-45-00	$0.00	$0.00
13747	371	665-080-46-00	$0.00	$0.00
13747	372	665-080-47-00	$0.00	$0.00
13747	373	665-080-48-00	$0.00	$0.00
13747	374	665-080-49-00	$0.00	$0.00
13747	375	665-080-50-00	$0.00	$0.00
13747	376	665-080-51-00	$0.00	$0.00
13747	377	665-080-52-00	$0.00	$0.00
13747	378	665-080-53-00	$0.00	$0.00
13747	379	665-080-54-00	$0.00	$0.00
13747	380	665-080-55-00	$0.00	$0.00
13747	381	665-080-56-00	$0.00	$0.00
13747	382	665-080-57-00	$0.00	$0.00
13747	383	665-080-58-00	$0.00	$0.00
13747	384	665-080-59-00	$0.00	$0.00
13747	385	665-080-60-00	$0.00	$0.00
13747	386	665-080-61-00	$0.00	$0.00
13747	387	665-080-62-00	$0.00	$0.00
13747	388	665-080-63-00	$0.00	$0.00
13747	389	665-080-64-00	$0.00	$0.00
13747	390	665-080-65-00	$0.00	$0.00
13747	391	665-080-66-00	$0.00	$0.00
13747	392	665-080-67-00	$0.00	$0.00
13747	393	665-080-68-00	$0.00	$0.00
13747	394	665-080-69-00	$0.00	$0.00
13747	395	665-080-70-00	$0.00	$0.00
13747	396	665-080-71-00	$0.00	$0.00
13747	397	665-080-72-00	$0.00	$0.00
13747	398	665-080-73-00	$0.00	$0.00
13747	399	665-080-74-00	$0.00	$0.00
13747	400	665-080-75-00	$0.00	$0.00
13747	401	665-080-76-00	$0.00	$0.00
13747	402	665-080-77-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	403	665-080-78-00	$0.00	$0.00
13747	404	665-080-79-00	$0.00	$0.00
13747	405	665-080-80-00	$0.00	$0.00
13747	406	665-081-01-00	$0.00	$0.00
13747	407	665-081-02-00	$0.00	$0.00
13747	408	665-081-03-00	$0.00	$0.00
13747	409	665-081-04-00	$0.00	$0.00
13747	410	665-081-05-00	$0.00	$0.00
13747	411	665-081-06-00	$0.00	$0.00
13747	412	665-081-07-00	$0.00	$0.00
13747	413	665-081-08-00	$0.00	$0.00
13747	414	665-081-09-00	$0.00	$0.00
13747	415	665-081-10-00	$0.00	$0.00
13747	416	665-081-11-00	$0.00	$0.00
13747	417	665-081-12-00	$0.00	$0.00
13747	418	665-081-13-00	$0.00	$0.00
13747	419	665-081-14-00	$0.00	$0.00
13747	420	665-081-15-00	$0.00	$0.00
13747	421	665-081-16-00	$0.00	$0.00
13747	422	665-081-17-00	$0.00	$0.00
13747	423	665-081-18-00	$0.00	$0.00
13747	424	665-081-19-00	$0.00	$0.00
13747	425	665-081-20-00	$0.00	$0.00
13747	426	665-081-21-00	$0.00	$0.00
13747	427	665-081-22-00	$0.00	$0.00
13747	428	665-081-23-00	$0.00	$0.00
13747	429	665-081-24-00	$0.00	$0.00
13747	430	665-081-25-00	$0.00	$0.00
13747	431	665-081-26-00	$0.00	$0.00
13747	432	665-081-27-00	$0.00	$0.00
13747	433	665-081-28-00	$0.00	$0.00
13747	434	665-081-29-00	$0.00	$0.00
13747	435	665-081-30-00	$0.00	$0.00
13747	436	665-081-31-00	$0.00	$0.00
13747	437	665-081-32-00	$0.00	$0.00
13747	438	665-081-33-00	$0.00	$0.00
13747	439	665-081-34-00	$0.00	$0.00
13747	440	665-081-35-00	$0.00	$0.00
13747	441	665-081-36-00	$0.00	$0.00
13747	442	665-081-37-00	$0.00	$0.00
13747	443	665-081-38-00	$0.00	$0.00
13747	444	665-081-39-00	$0.00	$0.00
13747	445	665-081-40-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	446	665-081-41-00	$0.00	$0.00
13747	447	665-081-42-00	$0.00	$0.00
13747	448	665-081-43-00	$0.00	$0.00
13747	449	665-081-44-00	$0.00	$0.00
13747	450	665-081-45-00	$0.00	$0.00
13747	451	665-081-46-00	$0.00	$0.00
13747	452	665-081-47-00	$0.00	$0.00
13860	1	665-090-01-00	$0.00	$0.00
13860	2	665-090-02-00	$0.00	$0.00
13860	3	665-090-03-00	$0.00	$0.00
13860	4	665-090-04-00	$0.00	$0.00
13860	5	665-090-05-00	$0.00	$0.00
13860	6	665-090-06-00	$0.00	$0.00
13860	7	665-090-07-00	$0.00	$0.00
13860	8	665-090-08-00	$0.00	$0.00
13860	9	665-090-09-00	$0.00	$0.00
13860	10	665-090-10-00	$0.00	$0.00
13860	11	665-090-11-00	$0.00	$0.00
13860	12	665-090-12-00	$0.00	$0.00
13860	13	665-090-13-00	$0.00	$0.00
13860	14	665-090-14-00	$0.00	$0.00
13860	15	665-090-15-00	$0.00	$0.00
13860	16	665-090-16-00	$0.00	$0.00
13860	17	665-090-17-00	$0.00	$0.00
13860	18	665-090-18-00	$0.00	$0.00
13860	19	665-090-19-00	$0.00	$0.00
13860	20	665-090-20-00	$0.00	$0.00
13860	21	665-090-21-00	$0.00	$0.00
13860	22	665-090-22-00	$0.00	$0.00
13860	23	665-090-23-00	$0.00	$0.00
13860	24	665-090-24-00	$0.00	$0.00
13860	25	665-090-25-00	$0.00	$0.00
13860	26	665-090-26-00	$0.00	$0.00
13860	27	665-090-27-00	$0.00	$0.00
13860	28	665-090-28-00	$0.00	$0.00
13860	29	665-090-29-00	$0.00	$0.00
13860	30	665-090-30-00	$0.00	$0.00
13860	31	665-090-31-00	$0.00	$0.00
13860	32	665-090-32-00	$0.00	$0.00
13860	33	665-090-33-00	$0.00	$0.00
13860	34	665-090-34-00	$0.00	$0.00
13860	35	665-090-35-00	$0.00	$0.00
13860	36	665-090-36-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13860	37	665-090-37-00	$0.00	$0.00
13860	38	665-090-38-00	$0.00	$0.00
13860	39	665-090-39-00	$0.00	$0.00
13860	40	665-090-40-00	$0.00	$0.00
13860	41	665-090-41-00	$0.00	$0.00
13860	42	665-090-42-00	$0.00	$0.00
13860	43	665-090-43-00	$0.00	$0.00
13860	44	665-090-44-00	$0.00	$0.00
13860	45	665-090-45-00	$0.00	$0.00
13860	46	665-090-46-00	$0.00	$0.00
13860	47	665-090-47-00	$0.00	$0.00
13860	48	665-090-48-00	$0.00	$0.00
13860	49	665-090-49-00	$0.00	$0.00
13860	50	665-090-50-00	$0.00	$0.00
13860	51	665-090-51-00	$0.00	$0.00
13860	52	665-090-52-00	$0.00	$0.00
13860	53	665-090-53-00	$0.00	$0.00
13860	54	665-090-54-00	$0.00	$0.00
13860	55	665-090-55-00	$0.00	$0.00

Total Parcels	**578**
Total Taxable Parcels	**1**
Total Maximum Annual Special Tax	**$1,118.65**
Total Assigned Special Tax	**$1,118.64**

Community Facilities District No. 2 Annual Special Tax Report

Fiscal Year Ending June 30, 2025

San Ysidro School District

2025 / 2026

KeyAnalytics

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Table of Contents

Introduction ---------- 1

I. CFD Background ---------- 3

A. Certificate Pledge Agreements ---------- 3

B. Summary of Certificates ---------- 4

II. Fiscal Year 2024/2025 Special Tax Levy ---------- 5

A. Special Tax Levy ---------- 5

B. Special Tax Collections and Delinquencies ---------- 5

III. Fund and Account Balances ---------- 7

A. School District Fund ---------- 7

B. Trustee Accounts ---------- 7

IV. Annual Special Tax Requirement ---------- 9

A. Annual Special Tax Requirement ---------- 9

B. Administrative Expense Budget ---------- 10

V. Development ---------- 11

A. Final Land Use ---------- 11

VI. Fiscal Year 2025/2026 Special Tax Levy ---------- 12

Exhibit A – Rate and Method of Apportionment

Exhibit B – Revenue Pool and Certificate Lease Payment Schedule

Exhibit C – Delinquent Special Tax Report

Exhibit D – Summary of Transactions for School District Fund

Exhibit E – CFD Boundary Maps

Exhibit F – Assessor's Parcel Maps

Exhibit G – Special Tax Roll for Fiscal Year 2025/2026

Introduction

Community Facilities District No. 2 ("CFD No. 2") of the San Ysidro School District (the "School District") was formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). CFD No. 2 is authorized under the Act to finance certain school facilities (the "Authorized Facilities") as established at the time of formation. The boundaries of CFD No. 2 encompass approximately 246 acres within the City of San Diego. As of the date of this Annual Special Tax Report ("Report"), all property zoned for residential development within CFD No. 2 has been developed.

This Report summarizes certain general and administrative information and analyzes the financial obligations of CFD No. 2 for the purpose of establishing the Special Tax Levy for Fiscal Year 2025/2026. The Annual Special Tax Levy is calculated pursuant to the Rate and Method of Apportionment ("RMA") which is attached to this Report as Exhibit A.

All capitalized terms not defined herein are used and defined in the RMA and/or the various Trust Agreements (as defined herein).

This Report is organized into the following Sections:

Section I – CFD Background

Section I provides background information relating to the long-term obligations issued by the School District to finance the Authorized Facilities and the related obligations of CFD No. 2.

Section II – Fiscal Year 2024/2025 Special Tax Levy

Section II provides information regarding the levy and collection of Special Tax for Fiscal Year 2024/2025 and an accounting of the remaining collections.

Section III – Fund and Account Balances

Section III examines the financial activity within the funds and accounts associated with CFD No. 2.

Section IV – Annual Special Tax Requirement

Section IV calculates the Annual Special Tax Requirement based on the obligations of CFD No. 2 for Fiscal Year 2025/2026.

Section V – Special Tax Classification

Section V provides updated information regarding the Special Tax classification of parcels within CFD No. 2.

Section VI – Fiscal Year 2025/2026 Special Tax Levy

Section VI provides the Fiscal Year 2025/2026 Special Tax levy based on updated Special Tax classifications and the Annual Special Tax Requirement.

I. CFD Background

In order to finance the Authorized Facilities, the School District has periodically issued long-term obligations in the form of Certificates of Participation ("Certificates"). The Certificates are secured and repaid by scheduled lease payments due on a semi-annual basis ("Lease Payments").

In order to minimize the interest rates and the costs associated with the issuance of the Certificates, the School District has combined the issuance of Certificates repaid through the collection of Special Taxes by CFD No. 2 with those repaid from other revenue sources including Community Facilities District Nos. 1 and 3. A table summarizing the revenue pool and annual Lease Payment obligations is included as Exhibit B.

A. Certificate Pledge Agreements

CFD No. 2 has entered into a Pledge Agreement with the School District, which pledges the Annual Special Taxes to pay the Lease Payments on the Certificates. The Special Taxes collected by CFD No. 2 are pledged, pursuant to the Pledge Agreement, to the Lease Payments of the School District's 2015 Refunding Certificates of Participation issued in the amount of $21,585,000.00 on August 18, 2015 (the "2015 Certificates"), the 2016 Refunding Certificates of Participation issued in the amount of $6,505,000 on September 29, 2016 (the "2016 Certificates") and the 2021 Certificates of Participation issued in the amount of $16,455,000 on April 29, 2021 (the "2021 Certificates").

The Special Taxes levied and collected on taxable property within CFD No. 2 (net of certain administrative expenses of CFD No. 2) are pledged in whole on a parity basis to the payment of Lease Payments of the 2015 Certificates, 2016 Certificates and the 2021 Certificates.

B. Summary of Certificates

A summary of the Certificates issued by the School District is outlined in the table below.

Certificates of Participation of the School District

Series	Revenues Pledged	Date of Issuance	Amount Issued	Description of Authorized Facilities
1998 Certificates of Participation	Refunded	October 13, 1998	$3,050,000	Expansion of Smythe Elementary School; Installation of HVAC at San Ysidro Middle School; Acquisition of School Buses
2001 Certificates of Participation	Refunded	June 5, 2001	$7,075,000	Purchase of Ocean View Hills School Site
2005 Certificates of Participation	Refunded	January 25, 2005	$17,000,000	Purchase of Vista Del Mar Elementary School Site; Construction of Ocean View Hills School
2007 Certificates of Participation	Refunded	November 29, 2007	$7,330,000	Construction of Vista Del Mar Elementary School
2012 Certificates of Participation	Refunded	January 31, 2012	$10,409,715	Construction of Vista Del Mar Elementary School
2015 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	August 18, 2015	$21,585,000	Refund the outstanding 1998 Certificates, 2001 Certificates and 2005 Certificates
2016 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	September 29, 2016	$6,505,000	Refund the outstanding 2007 Certificates
2021 Certificates of Participation	CFD Nos. 1, 2 and 3	April 29, 2021	$16,455,000	Refund the outstanding 2012 Certificates and Capital Improvements

II. Fiscal Year 2024/2025 Special Tax Levy

Each Fiscal Year, CFD No. 2 levies and collects Special Taxes pursuant to the RMA in order to meet the obligation for that Fiscal Year. This Section provides a summary of the levy and collection of Special Taxes in Fiscal Year 2024/2025.

A. Special Tax Levy

The Special Tax levy for Fiscal Year 2024/2025 is summarized by Special Tax classification in the table below.

Fiscal Year 2024/2025 Special Tax Levy

Tax Class	Number of Units/Acres	Average Special Tax Rate [1]	Total Special Taxes
Developed Property	877 Units	$1,123.82 per Unit	$1,005,297.32
Undeveloped Property	0.00 Acres	$0.00 per Acre	0.00
Total			**$1,005,297.32**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

B. Special Tax Collections and Delinquencies

Delinquent Special Taxes for CFD No. 2, for the Fiscal Year 2024/2025 and prior Fiscal Years are summarized in the following table. A detailed listing of the Second Installment for Fiscal Year 2024/2025 Delinquent Special Taxes is provided as Exhibit C.

CFD No. 2
Special Tax Collections and Delinquencies

Fiscal Year	Subject Fiscal Year					April 10, 2025	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2020/2021	$928,733.28	6	$924,102.56	$4,630.72	0.50%	$0.00	0.00%
2021/2022	947,316.46	7	941,458.49	5,857.97	0.62%	0.00	0.00%
2022/2023	966,265.12	6	960,827.46	5,437.66	0.56%	1,076.04	0.11%
2023/2024	985,590.36	8	978,853.65	6,736.71	0.68%	5,079.94	0.52%
2024/2025	1,005,297.32	9	997,949.38	7,347.94	0.73%	7,347.94	0.73%

III. Fund and Account Balances

Special Taxes are collected by the San Diego County Tax Collector as part of the regular property tax bills. Once received by the San Diego County Tax Collector the Special Taxes are transferred to the School District where they are deposited into a designated fund. Special Taxes are periodically transferred to make Lease Payments on the Certificates and pay other authorized costs. This Section summarizes the current balances of the funds and accounts associated with CFD No. 2.

A. School District Fund

The balance of the funds being held by the School District (Fund 49.02) is $864,107.37. A summary of the transactions from July 1, 2024 to June 30, 2025 within this fund is included as Exhibit D.

B. Trustee Accounts

Funds and Accounts associated with the Certificates are currently being held by U.S. Bank acting as Trustee for the Certificates. These Funds and Accounts were established pursuant to the respective Trust Agreements executed in association with the 2015 Certificates, 2016 Certificates and 2021 Certificates (the "Trust Agreements").

The balances, as of June 30, 2025, of the major funds, accounts and sub-accounts being held by the respective Trustee are listed in the following table.

Trustee Fund and Account Balances as of June 30, 2025

Issuance	Account Name	Account Number	Balance
2015	2015 Proceeds Account	21902100-0	$1,651.17
2015	Lease Payment Fund	21902100-1	5,934.73
2015	Reserve Fund [1]	21902100-2	0.00
2015	Project Fund	21902100-3	0.00
2015	Prepayment Fund	21902100-4	0.00
2016	2016 Proceeds Account	22956900-0	0.00
2016	Lease Payment Fund	22956900-1	3,682.64
2016	Reserve Fund [1]	22956900-2	0.00
2016	Prepayment Fund	22956900-4	0.00
2021	Special Tax Fund (Pooled)	21758900-0	0.00
2021	CFD No. 1 Special Tax Fund	21758900-1	314,949.21
2021	CFD No. 2 Special Tax Fund	21758900-2	579,825.36
2021	CFD No. 3 Special Tax Fund	21758900-3	2,057,780.08
2021	Special Tax Revenue Coverage Stabilization Account	21758900-4	500,000.00
2021	Lease Payment Account	21758901-0	0.00
2021	CFD No. 1 Surplus Account	21758901-1	0.00
2021	CFD No. 2 Surplus Account	21758901-2	0.00
2021	CFD No. 3 Surplus Account	21758901-3	0.00
2021	Lease Payment Fund	25931800-0	12,029.67
2021	Interest Account	25931800-1	0.00
2021	Reserve Fund [1]	25931800-2	0.00
2021	Project Fund	25931800-3	15.91
2021	Cost of Issuance Fund	25931800-4	0.00
2021	Purchase Fund	25931800-5	0.00
2021	CFD No. 3 Bond Fund	25931801-0	0.04
2021	CFD No. 3 Interest Account	25931801-1	0.00
2021	CFD No. 3 Principal Account	25931801-2	1.96
2021	Surplus Fund	25931801-3	1.22
Total			**$3,475,871.99**

[1] Reserve Requirement is satisfied through as surety reserve policy.

IV. Annual Special Tax Requirement

This Section outlines the calculation of the Special Tax levy of CFD No. 2 based on the financial obligations for Fiscal Year 2025/2026.

A. Annual Special Tax Requirement

The Special Taxes of CFD No. 2 are calculated in accordance and pursuant to the RMA. Pursuant to the Pledge Agreement, The Special Taxes of CFD Nos. 1, 2 and 3 are transferred to the Lease Payment accounts on a pro-rata basis based on the total Special Tax levy of each CFD for the current Fiscal Year. Special Taxes not required to pay costs associated with the administration of CFD No. 2 or Lease Payments are available to fund the Authorized Facilities of CFD No. 2. The table below shows the calculation of the Annual Special Tax Requirement for Fiscal Year 2025/2026

Annual Special Tax Requirement for CFD No. 2

Fiscal Year 2024/2025 Remaining Sources		**$1,443,932.73**
Balance in Fund 49 (as of June 30, 2025)	$864,107.37	
Balance in CFD No. 2 Special Tax Fund (as of June 30, 2025)	579,825.36	
Fiscal Year 2024/2025 Remaining Obligations		**($1,443,932.73)**
COP Lease Payment Pledge [1]	($598,527.55)	
Administrative Expense Contingency	(30,000.00)	
Direct Construction of Authorized Facilities	(815,405.18)	
Fiscal Year 2024/2025 Revenue for Future COP Payments		**$0.00**
Fiscal Year 2025/2026 Obligations		**($1,025,404.64)**
COP Lease Payment Pledge [1]	($758,936.36)	
Administrative Expense Budget	(38,242.96)	
Anticipated Special Tax Delinquencies [2]	(7,494.91)	
Direct Construction of Authorized Facilities	(220,730.41)	
Fiscal Year 2025/2026 Annual Special Tax Requirement		**$1,025,404.64**

[1] Pursuant to the respective Pledge Agreements, Special Taxes are pledged for Lease Payments on the 2015 Certificates, 2016 Certificates and 2021 Certificates.
[2] Assumes the Second Installment for Fiscal Year 2024/2025 delinquency rate of 0.73%.

B. Administrative Expense Budget

Each year a portion of the Special Tax Levy is used to pay for the administrative expenses incurred by the School District to levy the Special Tax and administer the debt issued to financed Authorized Facilities. The estimated Fiscal Year 2025/2026 Administrative Expenses are shown in the table below.

Fiscal Year 2025/2026 Budgeted Administrative Expenses

Administrative Expense	Fiscal Year 2025/2026 Budget
District Staff and Expenses	$7,500.00
Consultant Expenses	14,200.00
County Tax Collection Fees	87.70
Contingency for Legal	16,455.26
Total Expenses	**$38,242.96**

V. Development

Each Fiscal Year, parcels within CFD No. 2 are assigned a Special Tax Classification based on the parameters outlined in the RMA. This Section outlines how parcels are classified and the amount of taxable property within CFD No. 2. For reference, the boundary map of CFD No. 2 is included as Exhibit E and the current Assessor's Parcel maps are included as Exhibit F.

A. Final Land Use

Pursuant to the RMA, a parcel is considered to be classified as Developed Property once a Building Permit is issued prior to January 1 of the prior Fiscal Year. Once classified as Developed Property, each parcel is taxed for a period not to exceed 30 years. Building Permits have been issued on all parcels zoned by the County of San Diego as residential property within CFD No. 2. The table below summarizes the number of parcels with Building Permits issued and the fiscal year those parcels were initially classified as Developed Property.

Summary of Parcels Classified as Final Land Use
Fiscal Year 2025/2026

Initial Tax Year	Classification	Number of Units
2001/2002	Developed Property	33
2002/2003	Developed Property	19
2003/2004	Developed Property	57
2004/2005	Developed Property	405
2005/2006	Developed Property	363
Total		**877**

VI. Fiscal Year 2025/2026 Special Tax Levy

Each Fiscal Year, the Special Tax is levied up to the maximum rate, as determined by the provisions of the RMA, in the amount needed to satisfy the Annual Special Tax Requirement.

Based on the Annual Special Tax Requirement listed in Section IV, CFD No. 2 will levy 100% of the maximum Special Tax allowable on each parcel classified as Final Land Use. The Special Tax Roll, containing a listing of each parcel's Special Tax, calculated pursuant to the RMA, can be found attached as Exhibit G.

A summary of the Special Tax levy for Fiscal Year 2025/2026 by Property Category as determined by the RMA for CFD No. 2 can be found in the table below.

Special Tax Levy of CFD No. 2

Tax Class	Number of Units/Acres	Average Special Tax Rate [1]	Total Special Taxes
Developed Property	877 Units	$1,169.22 per Unit	$1,025,404.64
Undeveloped Property	0.00 Acres	$0.00 per Acre	0.00
Total			**$1,025,404.64**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

https://calschools.sharepoint.com/cfs/unregulated/san ysidro/developer revenue/cfd admin/cfd no. 2/fy 2025-26/sanysidrosd_cfd2_fy2526_specialtaxreport_d1.docx

Exhibit A

Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO ELEMENTARY SCHOOL DISTRICT (REMINGTON HILLS PROJECT)

All Taxable Property within Community Facilities District No. 2, hereinafter referred to as the "CFD No. 2", shall be subject to the Special Tax in the manner and at the times as specified below.

ASSIGNMENT TO LAND USE CATEGORIES

In each Fiscal Year, all Taxable Property within CFD No. 2 shall be classified as Developed or Undeveloped Property, and shall be subject to the Special Tax in accordance with the following rate and method of apportionment. The applicable Special Tax for each Assessor's Parcel of Developed Property shall be determined on the basis of $607.25 per dwelling unit for building permits issued prior to January 1, 1997.

MAXIMUM SPECIAL TAX RATES

1. Developed Property

   a. Initial Maximum Special Tax

      The Maximum Special Tax for each Assessor's Parcel of Developed Property shall be based upon the Initial Maximum Special Tax corresponding to the first Fiscal Year in which the parcel was classified as Developed Property. The Fiscal Year 1997-98 Initial Maximum Special Tax for Developed Property shall be determined on the basis of $607.25 per residential dwelling unit.

      The Maximum Special Tax for each residential dwelling units in each Fiscal Year subsequent to 1997-98 shall be determined by increasing the Initial Maximum Special Tax for the previous Fiscal Year by the greater of two percent (2.00%) or the percentage annual change in the Index measured as of January 1 of 1998 and annually thereafter.

      Notwithstanding the above, once an Assessor's Parcel is classified as Developed Property, the Maximum Special Tax for such parcel shall increase by two percent (2.00%) annually, thereafter.

2. Undeveloped Property

The Fiscal Year 1997-98 Maximum Special Tax for Undeveloped Property is $500 per acre. The Maximum Special Tax for Undeveloped Property shall increase by two percent (2.00%) annually, thereafter but shall not be levied without the consent of the record owner of such property.

METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2000-2001 and in each Fiscal Year thereafter, the Board shall levy the Special Tax as follows:

First, the Special Tax shall be levied on each Assessor's Parcel of Developed Property in the amount of the Maximum Special Tax for each such Assessor's Parcel.

Second, if additional Special Taxes are needed after the first step has been completed, then the Special Tax subject to the consent of the record owner shall be levied on each Assessor's Parcel of Undeveloped Property up to the Maximum Special Tax for Undeveloped Property until the amount of the Special Taxes levied equals the Special Tax Requirement.

COLLECTION OF ANNUAL SPECIAL TAXES

Annual Special Taxes will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes.

TERM OF SPECIAL TAX

The Special Tax for Developed Property shall be levied for a period of 30 years commencing with the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property.

EXEMPTIONS

The Board shall not levy any Special Taxes on properties owned by the State of California, Federal or other local governments except as otherwise provided in Sections 53317.3 and 53317.5 of the Government Code. Furthermore, the Board shall not levy any Special Taxes on an Assessor's Parcel owned by a homeowners' association or an Assessor's Parcel with public or utility easements making impractical its utilization other than for the purposes set forth in the easement.

APPEALS

Any landowner or resident who contends that the amount of the Special Tax levied is in error may file a notice with the Board appealing the levy of the Special Tax. A representative of CFD No. 2 will review the appeal and, if necessary, meet with the appellant. If the findings of the representative confirm that the amount of the special tax should be modified or changed, then, as appropriate, the special tax levy shall be corrected. If the appellant is in disagreement with the findings of the representative, he may appeal the representative's decision to the Board.

DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses of CFD No. 2, including, not by way of limitation, all expenses incurred by the Board, including reasonable staff time and consultant expense, to carry out its duties as the legislative body of CFD No. 2.

"Assessor's Parcel" means a parcel of land designated on a map of the County of San Diego Assessor which has been assigned a unique identifying number.

"Board" means the Governing Board of the San Ysidro School District acting as the legislative body of CFD No. 2.

"Bond Issue" means a bond issue, certificates of participation, or any other type of financing, including refunding bonds, selected by the Board and issued by CFD No. 2.

"Developed Property" means Taxable Property for which a building permit was issued prior to January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Tax is being levied.

"Fiscal Year" means the period commencing on July 1 and ending the following June 30.

"Index" means the Marshall & Swift Class D Wood Frame Index published by the State Allocation Board. In the event the Marshall & Swift Class D Wood Frame Index ceases to be published, the index used by the State Allocation Board in place of the school construction cost index, currently found in the monthly meeting agenda, shall be applied.

"Initial Maximum Special Tax" means the maximum Special Tax applicable to an Assessor's Parcel in the first Fiscal Year in which it has been classified as Developed Property.

"Maximum Special Tax" means the maximum Special Tax, determined pursuant to the section entitled "Maximum Special Tax Rates," which may be levied by the Board in any Fiscal Year.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed and Undeveloped Property.

"Special Tax Requirement" means those costs which can be paid with Special Taxes, including: (1) debt service or payments on all Bond Issues or other financing or other periodic costs on the bonds or other indebtedness of CFD No. 2, (2) the cost of acquisition of land, school facilities, buses, (3) the construction, furnishing or equipping of school facilities, (4) the maintenance of elementary and secondary school sites and structures, (5) the reasonable and

necessary Administrative Expenses of CFD No. 2, (6) the accumulation of funds reasonably required for future debt service, (7) costs associated with the release of funds from an escrow account, (8) any amounts required to establish or replenish any reserve fund established in association with Bond Issues or other indebtedness of CFD No. 2, (9) lease payments for existing or future school facilities and buses, and (10) any other payments permitted by law.

"Taxable Property" means real property within the boundaries of CFD No. 2 which is not exempt from special taxes pursuant to the Act or pursuant to the "Exemptions" Section herein.

"Undeveloped Property" means Taxable Property not classified as Developed Property.

Exhibit B

Revenue Pool and Lease Payment Schedule

San Ysidro School District
Available Revenue for Lease Payments for the Certificate of Participation

Bond Year	Special Tax Levy [1]							COP Lease Payments				
	CFD No. 1	CFD No. 2	CFD No. 3	Administrative Expense Budget	Total Net Available Annual Special Tax Revenue	Change in Special Tax Revenue Coverage Stabilization Account [2]	Total Net Available Revenue	Series 2015	Series 2016	Series 2021	Total COPs Lease Payments	Remaining Revenue [3]
2025/2026	$1,118.64	$1,025,408.21	$2,830,067.96	($87,165.30)	*$3,769,429.51*	$0.00	$3,769,429.51	$1,499,625.00	$449,550.00	$905,217.52	*$2,854,392.52*	$915,036.99
2026/2027	0.00	1,045,916.37	2,886,669.32	(87,767.60)	*3,844,818.10*	0.00	3,844,818.10	1,528,125.00	464,350.00	919,817.52	*2,912,292.52*	932,525.58
2027/2028	0.00	1,066,834.70	2,944,402.71	(89,522.95)	*3,921,714.46*	0.00	3,921,714.46	1,557,050.00	473,150.00	943,017.52	*2,973,217.52*	948,496.94
2028/2029	0.00	1,088,171.40	3,003,290.76	(91,313.41)	*4,000,148.75*	0.00	4,000,148.75	1,593,300.00	481,150.00	954,417.52	*3,028,867.52*	971,281.23
2029/2030	0.00	1,109,934.82	2,825,186.56	(93,139.68)	*3,841,981.71*	0.00	3,841,981.71	1,419,800.00	648,350.00	804,417.52	*2,872,567.52*	969,414.19
2030/2031	0.00	1,132,133.52	2,776,733.90	(95,002.47)	*3,813,864.95*	0.00	3,813,864.95	1,361,800.00	538,350.00	934,417.52	*2,834,567.52*	979,297.43
2031/2032	0.00	1,113,298.18	2,714,721.59	(96,902.52)	*3,731,117.25*	0.00	3,731,117.25	1,253,800.00	546,950.00	948,417.52	*2,749,167.52*	981,949.73
2032/2033	0.00	1,111,191.29	2,621,460.77	(98,840.57)	*3,633,811.49*	(350,000.00)	3,283,811.49	1,138,300.00	599,550.00	590,817.52	*2,328,667.52*	955,143.97
2033/2034	0.00	1,058,700.38	2,476,595.20	(100,817.38)	*3,434,478.21*	(200,000.00)	3,234,478.21	930,800.00	609,350.00	731,417.52	*2,271,567.52*	962,910.69
2034/2035	0.00	527,179.84	2,318,251.92	(102,833.73)	*2,742,598.03*	350,000.00	3,092,598.03	0.00	922,950.00	1,206,117.52	*2,129,067.52*	963,530.51
2035/2036	0.00	0.00	2,280,160.76	(58,272.45)	*2,221,888.31*	225,000.00	2,446,888.31	0.00	363,150.00	1,166,117.52	*1,529,267.52*	917,620.79
2036/2037	0.00	0.00	2,147,945.41	(59,437.90)	*2,088,507.51*	(125,000.00)	1,963,507.51	0.00	267,800.00	806,517.52	*1,074,317.52*	889,189.99
2037/2038	0.00	0.00	2,109,809.76	(60,626.65)	*2,049,183.11*	(150,000.00)	1,899,183.11	0.00	0.00	1,001,477.52	*1,001,477.52*	897,705.59
2038/2039	0.00	0.00	1,485,112.67	(61,839.19)	*1,423,273.49*	650,000.00	2,073,273.49	0.00	0.00	1,146,502.52	*1,146,502.52*	926,770.97
2039/2040	0.00	0.00	1,502,941.52	(63,075.97)	*1,439,865.55*	0.00	1,439,865.55	0.00	0.00	557,650.02	*557,650.02*	882,215.53
2040/2041	0.00	0.00	1,506,158.86	(64,337.49)	*1,441,821.37*	100,000.00	1,541,821.37	0.00	0.00	632,525.02	*632,525.02*	909,296.35
2041/2042	0.00	0.00	1,536,282.04	(65,624.24)	*1,470,657.80*	0.00	1,470,657.80	0.00	0.00	555,487.52	*555,487.52*	915,170.28
2042/2043	0.00	0.00	1,567,007.68	(66,936.72)	*1,500,070.96*	0.00	1,500,070.96	0.00	0.00	564,912.52	*564,912.52*	935,158.44
2043/2044	0.00	0.00	1,598,347.83	(68,275.46)	*1,530,072.37*	0.00	1,530,072.37	0.00	0.00	573,887.52	*573,887.52*	956,184.85
2044/2045	0.00	0.00	1,630,314.79	(69,640.97)	*1,560,673.82*	0.00	1,560,673.82	0.00	0.00	586,775.00	*586,775.00*	973,898.82
2045/2046	0.00	0.00	1,605,177.41	(71,033.79)	*1,534,143.62*	0.00	1,534,143.62	0.00	0.00	549,068.76	*549,068.76*	985,074.86
2046/2047	0.00	0.00	1,637,280.96	(72,454.46)	*1,564,826.49*	0.00	1,564,826.49	0.00	0.00	556,956.26	*556,956.26*	1,007,870.23
2047/2048	0.00	0.00	1,496,907.96	(73,903.55)	*1,423,004.40*	0.00	1,423,004.40	0.00	0.00	414,368.76	*414,368.76*	1,008,635.64
2048/2049	0.00	0.00	1,246,577.09	(75,381.62)	*1,171,195.47*	0.00	1,171,195.47	0.00	0.00	164,868.76	*164,868.76*	1,006,326.71
2049/2050	0.00	0.00	1,136,079.73	(76,889.26)	*1,059,190.47*	0.00	1,059,190.47	0.00	0.00	46,068.76	*46,068.76*	1,013,121.71
Total	**$1,118.64**	**$10,278,768.72**	**$51,883,485.15**	**($1,951,035.33)**	**$60,212,337.18**	**$500,000.00**	**$60,712,337.18**	**$12,282,600.00**	**$6,364,650.00**	**$18,261,259.18**	**$36,908,509.18**	**$23,803,828.00**

[1] Does not account for anticipated Special Tax delinquencies.
[2] Includes $500,000 currently deposited into the Special Tax Revenue Coverage Stabilization Fund held with the Trustee.
[3] Any amounts not required to pay Lease Payments may be used to issue additional parity Certificates or construct Authorized Facilities.

Exhibit C

Delinquent Special Tax Report

Fixed Charge Special Assessment Delinquency Report

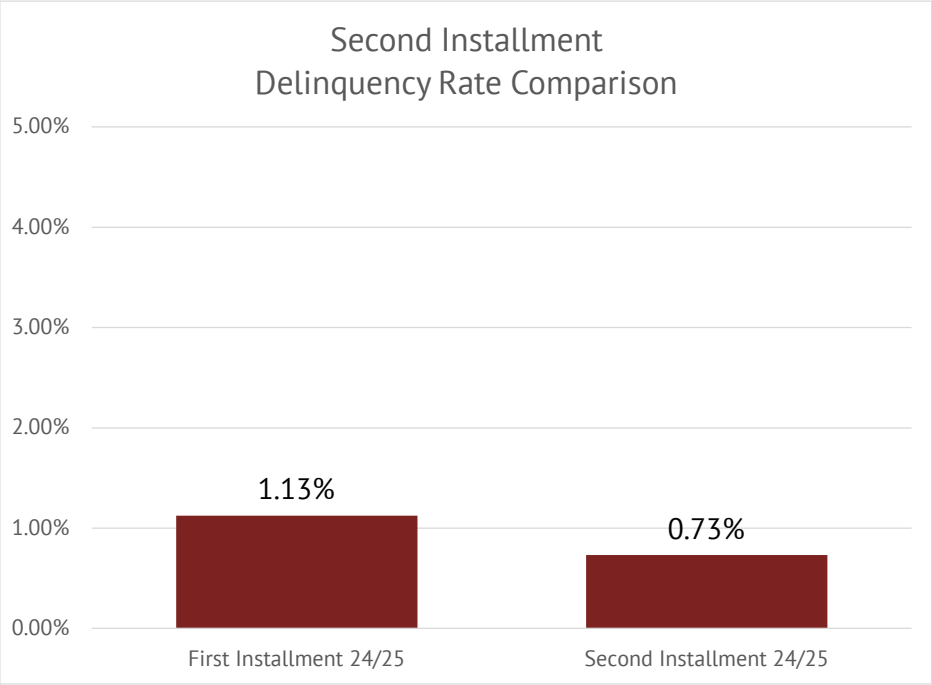
Second Installment Report for Fiscal Year 2024/2025
San Ysidro School District Community Facilities District No. 2

KeyAnalytics

Summary

Second Installment

Total Taxes Due April 10, 2025	**$1,005,297.32**
Amount Paid	**$997,949.38**
Amount Remaining to be Collected	**$7,347.94**
Number of Parcels Delinquent	**9**
Delinquency Rate	**0.73%**



Foreclosure

CFD Subject to Foreclosure Covenant:	**No**
Foreclosure Determination Date	**N/A**

Foreclosure Qualification

Individual Parcel Delinquency	**N/A**
Individual Owner Multiple Parcels Delinquency	**N/A**
Individual Parcels Semi-Annual Installments	**N/A**
Aggregate Delinquency Rate	**N/A**

Parcels Qualifying for Foreclosure

Parcels Exceeding Individual Foreclosure Threshol	**N/A**
Parcels Exceeding CFD Aggregate	**N/A**

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2024/2025
San Ysidro School District Community Facilities District No. 2

KeyAnalytics

Historical Delinquency Summary

Fiscal Year	Subject Fiscal Year					April 10, 2025	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2020/2021	$928,733.28	6	$924,102.56	$4,630.72	0.50%	$0.00	0.00%
2021/2022	947,316.46	7	941,458.49	5,857.97	0.62%	0.00	0.00%
2022/2023	966,265.12	6	960,827.46	5,437.66	0.56%	1,076.04	0.11%
2023/2024	985,590.36	8	978,853.65	6,736.71	0.68%	5,079.94	0.52%
2024/2025 [1]	1,005,297.32	9	997,949.38	7,347.94	0.73%	7,347.94	0.73%

[1] Delinquency data as of April 10, 2025.

Historical Delinquency Rate

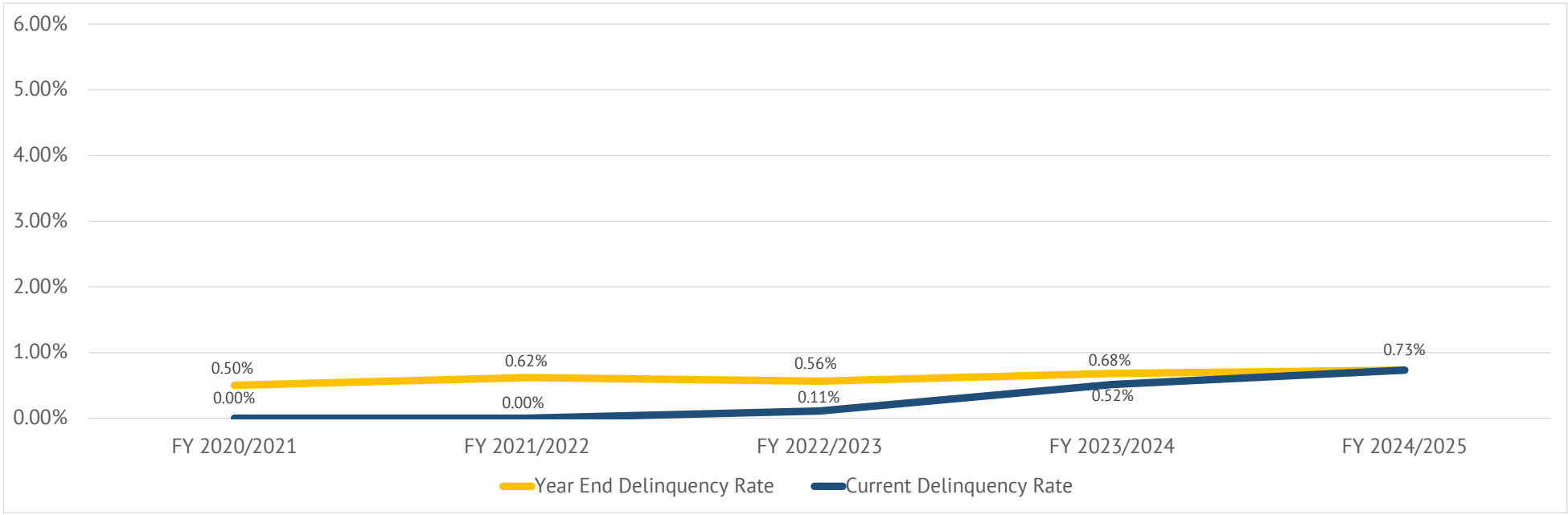


Exhibit D

Summary of Transactions School District Fund

Fund: Fund 49:02

Subfund: Fund 49.2:9010 (CFD #2) - Acquisition Fund

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2024	$68,458.65	$13,415,495.69	$0.00	($101,255.75)	($12,447,686.32)	$935,012.27			BEGINNING BALANCE
07-19-2024		$4,834.18				$939,846.45		FA-0001304808	Tax Apport #12-Investment Fds
08-12-2024				$50,000.00		$989,846.45		AT-0001317575	CLEAR DTDF 2324
10-15-2024		$4,729.83				$994,576.28		FA-0001348120	Tax Apport #03-Investment Fds
10-22-2024	$383.14					$994,959.42		FA-0001351883	FY2425 Interest 1Q- 1st distribution
11-19-2024		$37,249.85				$1,032,209.27		FA-0001362340	Tax Apport #04-Investment Fds
12-13-2024		$52,620.38				$1,084,829.65		FA-0001372035	Tax Apport #05-Investment Fds
12-17-2024	$1,298.18					$1,086,127.83		FA-0001373167	FY2425 Interest 1Q- 2nd distribution
01-06-2025	$615.58					$1,086,743.41		FA-0001376243	FY2425 Interest 1Q- 3rd distribution
01-10-2025					($231,273.58)	$855,469.83	San Ysidro School District	DO-0001377391	Clear Suspense COPS 9/1/24
01-10-2025					($289,205.16)	$566,264.67	San Ysidro School District	DO-0001377391	Clear Suspense COPS 9/1/24
01-14-2025		$416,661.22				$982,925.89		FA-0001381084	Tax Apport #06-Investment Fds
01-22-2025	$73.64					$982,999.53		FA-0001381205	FY2425 Interest 2Q- 1st distribution
02-18-2025		$19,740.86				$1,002,740.39		FA-0001400863	Tax Apport #07-Investment Fds
02-28-2025	$192.63					$1,002,933.02		FA-0001414981	FY2425 Interest 2Q- 2nd distribution
03-18-2025		$16,945.30				$1,019,878.32		FA-0001422086	Tax Apport #08-Investment Fds
04-18-2025		$443,773.87				$1,463,652.19		FA-0001433092	Tax Apport #09-Investment Fds
04-22-2025	$156.64					$1,463,808.83		FA-0001434339	FY2425 Interest 2Q- 3rd cash distribution
04-23-2025	$158.82					$1,463,967.65		FA-0001434775	FY2425 Interest 3Q-1st distribution
05-13-2025		$13,112.18				$1,477,079.83		FA-0001442302	Tax Apport #10-Investment Fds
06-09-2025	$1,792.34					$1,478,872.17		FA-0001451529	FY2425 Interest 3Q- 2nd distribution
06-17-2025		$1,738.49				$1,480,610.66		FA-0001454803	Tax Apport #11-Investment Fds
	$4,670.97	$1,011,406.16	$0.00	$50,000.00	($520,478.74)	$545,598.39			DATE RANGE BALANCE
Subfund Total	**$73,129.62**	**$14,426,901.85**	**$0.00**	**($51,255.75)**	**($12,968,165.06)**	**$1,480,610.66**	**Total for Fund 49.2:9010 (CFD #2) - Acquisition Fund**		

Subfund: Fund 49.2:9999 (CFD #2) - Suspense

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2024	($2,397.66)	$2,397.66	$0.00	($474,502.49)	$0.00	($474,502.49)			BEGINNING BALANCE
07-02-2024	$878.03					($473,624.46)		FA-0001295630	FY2324 Interest 3Q- 3rd distribution
07-19-2024	$1,731.16					($471,893.30)		FA-0001302132	FY2324 Interest 4Q- 1st distribution
08-13-2024				($520,478.74)		($992,372.04)		FA-0001326056	Payables A 3609653 184361865|0
09-26-2024	$2,859.85					($989,512.19)		FA-0001341533	FY2324 Interest 4Q- 2nd distribution

Subfund: Fund 49.2:9999 (CFD #2) - Suspense

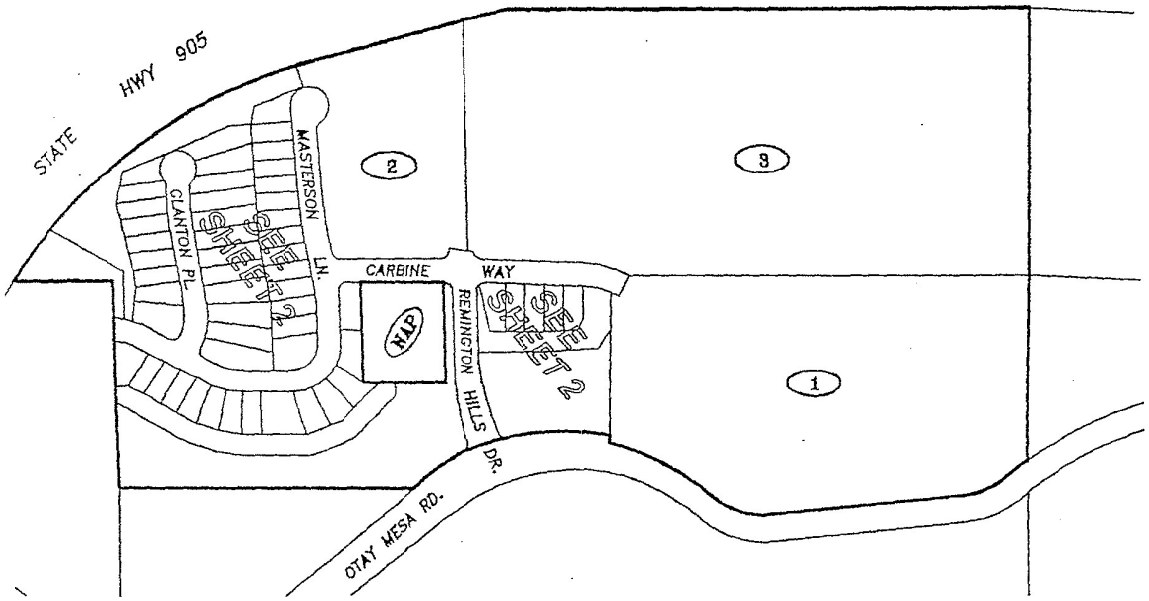
Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
10-01-2024	$164.37					($989,347.82)		FA-0001343112	FY2324 Interest 4Q- 3rd distribution
01-10-2025				$520,478.74		($468,869.08)		DO-0001377391	Clear Suspense COPS 9/1/24
02-18-2025				($147,634.21)		($616,503.29)		FA-0001418478	Payables A 3641876 185778480|1
	$5,633.41	$0.00	$0.00	($147,634.21)	$0.00	($142,000.80)			DATE RANGE BALANCE
Subfund Total	**$3,235.75**	**$2,397.66**	**$0.00**	**($622,136.70)**	**$0.00**	**($616,503.29)**	**Total for Fund 49.2:9999 (CFD #2) - Suspense**		
Fund Total	**$76,365.37**	**$14,429,299.51**	**$0.00**	**($673,392.45)**	**($12,968,165.06)**	**$864,107.37**	**Total for Fund 49:02**		
Grand Total	**$76,365.37**	**$14,429,299.51**	**$0.00**	**($673,392.45)**	**($12,968,165.06)**	**$864,107.37**	**Grand Total for Selected Funds/SubFunds**		

Exhibit E

CFD Boundary Map

BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



LEGEND

———	CFD BOUNDARY
(1)	PARCEL ID NUMBER
(NAP)	NOT A PART OF DISTRICT

200 0 200 400 800
Scale 1" = 200'

COMMUNITY FACILITIES DISTRICT BOUNDARY
PARCEL IDENTIFICATION NUMBER

PARCEL ID NO.	ASSESSOR'S PARCEL NO.
1	638-070-75-00
2	638-070-78-00
3	638-070-77-00
4	638-300-01-00
5	638-300-02-00
6	638-300-03-00
7	638-300-04-00
8	638-300-05-00
9	638-300-06-00
10	638-300-07-00
11	638-300-08-00
12	638-300-09-00
13	638-300-10-00
14	638-300-11-00
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16	638-300-13-00
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21	638-300-18-00
22	638-300-19-00
23	638-300-20-00
24	638-300-21-00
25	638-300-22-00
26	638-300-23-00
27	638-300-24-00
28	638-300-25-00
29	638-300-26-00
30	638-300-27-00
31	638-300-28-00
32	638-300-29-00

PARCEL ID NO.	ASSESSOR'S PARCEL NO.
33	638-300-30-00
34	638-300-31-00
35	638-301-01-00
36	638-301-02-00
37	638-301-03-00
38	638-301-04-00
39	638-301-05-00
40	638-301-06-00
41	638-301-07-00
42	638-301-08-00
43	638-301-09-00
44	638-301-10-00
45	638-301-11-00
46	638-301-12-00
47	638-301-13-00
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57	638-301-23-00
58	638-301-24-00
59	638-301-25-00
60	638-301-26-00
61	638-301-27-00
62	638-301-28-00
63	638-301-29-00

FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT THIS 30 DAY OF March 2000.

GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE GOVERNING BOARD AT A MEETING THEREOF, HELD ON THE 30 DAY OF March 2000, BY ITS RESOLUTION NO. 9100-3302

GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

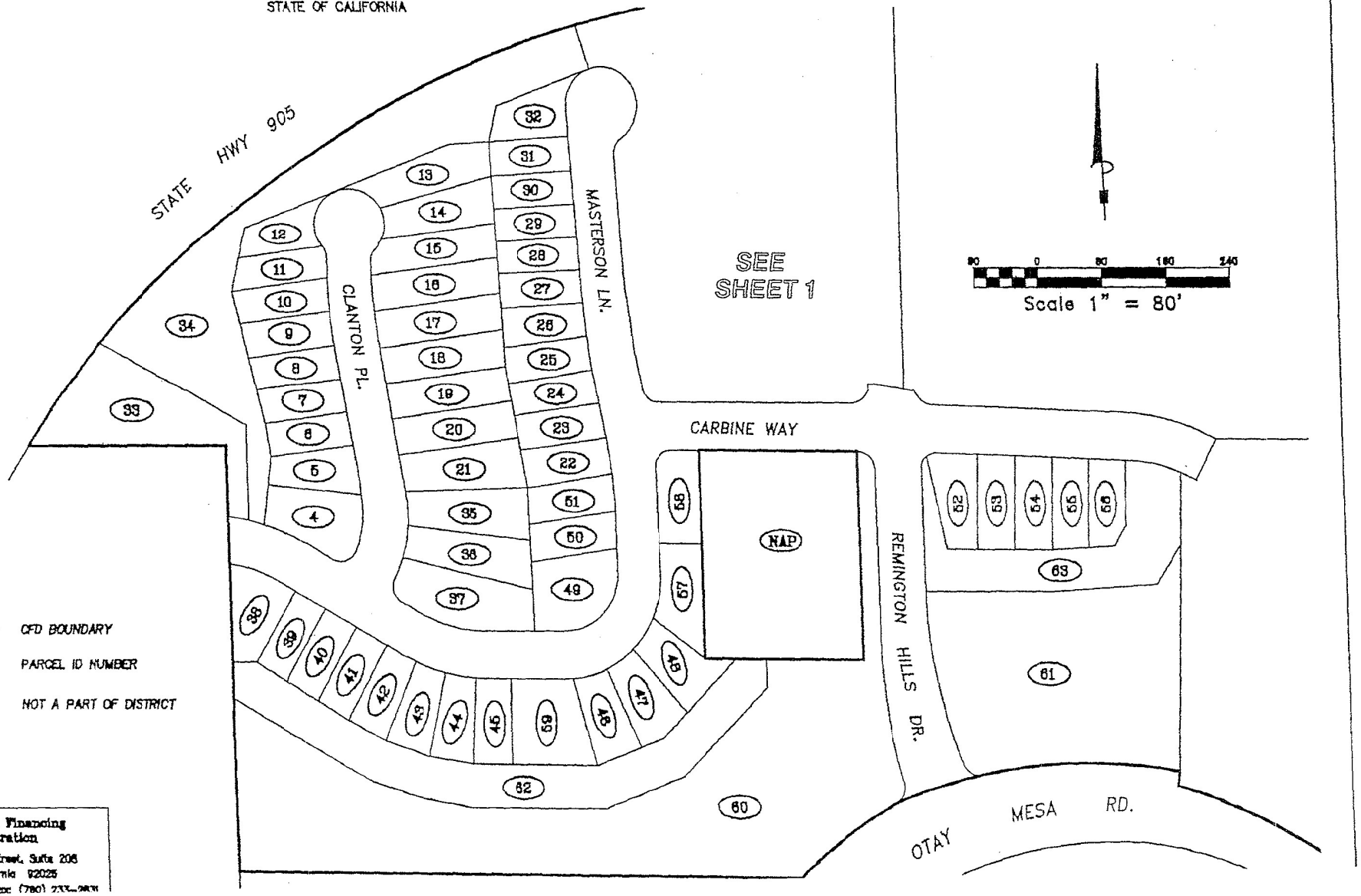
FILED THIS 6 DAY OF April 2000, AT THE HOUR OF 1:50 O'CLOCK P M. IN BOOK 34 AND PAGE 17 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

Special District Financing & Administration
333 South Juniper Street, Suite 206
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



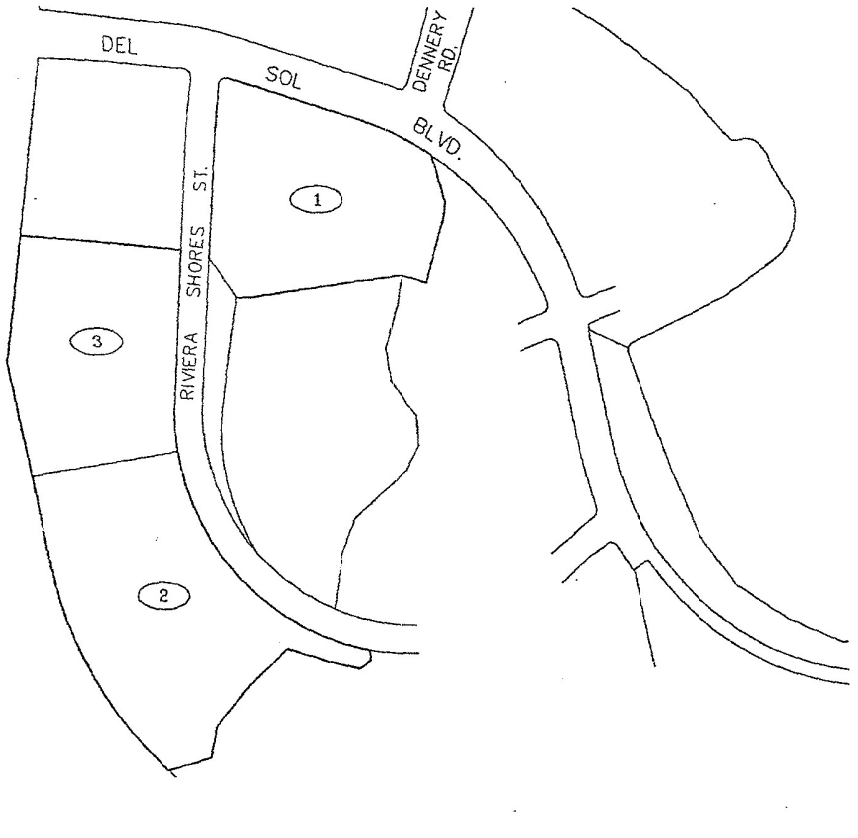
Special District Financing & Administration
333 South Juniper Street, Suite 206
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

BK36 PG4-

SHEET 1 OF 1

BOUNDARY MAP OF ANNEXATION NO. 01/02-01 TO COMMUNITY FACILITIES DISTRICT NO. 2

OF THE
SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



LOT DESIGNATION

LOT NO.	ASSESSOR'S PARCEL NO.
1	631-292-01
2	631-292-03
3	631-292-04

FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT THIS 19th DAY OF September 2002.

Grace A. Kojima
GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2 (ANNEXATION NO. 01/02-01), OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF September 2002, BY ITS RESOLUTION NO. 02/03-3303 THIS ANNEXATION BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 34 AND PAGE 17 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

Grace A. Kojima
GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

FILED THIS 27 DAY OF SEPTEMBER 2002 AT THE HOUR OF 11:34 O'CLOCK A.M. AS DOCUMENT NO. 2002-853093 IN BOOK 36 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

M. Hen
COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

Conformed Copy

LEGEND

CFD BOUNDARY

(1) LOT DESIGNATION

200 0 200 400 600
Scale 1" = 200'

Special District Financing & Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

(02-007 APRIL 2002)

BK36 PG45

BOUNDARY MAP OF
ANNEXATION NO. 02/03-01
TO COMMUNITY FACILITIES DISTRICT NO. 2

OF THE

SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO

STATE OF CALIFORNIA

[REMINGTON HILLS]

LOT DESIGNATION

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
1	645-320-01-00
2	645-320-02-00
3	645-320-03-00
4	645-320-04-00
5	645-320-05-00
6	645-320-06-00
7	645-320-07-00
8	645-320-08-00
9	645-320-09-00
10	645-320-10-00
11	645-320-11-00
12	645-320-12-00
13	645-320-13-00
14	645-320-14-00
15	645-320-15-00
16	645-320-16-00
17	645-320-17-00
18	645-320-18-00
19	645-320-19-00
20	645-320-20-00
21	645-320-21-00
22	645-320-22-00
23	645-320-23-00
24	645-320-24-00
25	645-320-25-00

[REMINGTON HILLS]

LOT DESIGNATION

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
26	645-320-26-00
27	645-320-27-00
28	645-320-28-00
29	645-320-29-00
30	645-320-30-00
31	645-320-31-00
32	645-320-32-00
33	645-320-33-00
34	645-320-34-00
35	645-320-35-00
36	645-320-36-00
37	645-320-37-00
38	645-320-38-00
39	645-320-39-00
40	645-320-40-00
41	645-320-41-00
42	645-320-42-00
43	645-320-43-00
44	645-320-44-00
45	645-320-45-00
46	645-320-46-00
47	645-320-47-00
48	645-320-48-00
49	645-320-49-00
50	645-320-50-00

[REMINGTON HILLS]

LOT DESIGNATION

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
51	645-320-51-00
52	645-320-52-00
53	645-320-53-00
54	645-320-54-00
55	645-320-55-00
56	645-320-56-00
57	645-320-57-00
58	645-320-58-00
59	645-320-59-00
60	645-320-60-00
61	645-320-61-00
62	645-320-62-00
63	645-320-63-00
64	645-320-64-00
65	645-320-65-00
66	645-320-66-00
67	645-320-67-00
68	645-320-68-00
69	645-320-69-00
70	645-320-70-00
A	645-320-71-00
B	645-320-72-00
C	645-320-73-00

FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT THIS 29th DAY OF MAY, 2003

Jorge Luis Parra

JORGE LUIS PARRA, J.D., Ed.S.
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2 (ANNEXATION NO. 02/03-01), OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT AT A REGULAR MEETING THEREOF HELD ON THE 12 DAY OF JUNE 2003, BY ITS RESOLUTION NO. 02/03-33ab THIS ANNEXATION BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 34 AND PAGE 17 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

Jorge Luis Parra

JORGE LUIS PARRA, J.D., Ed.S.
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

FILED THIS 19TH DAY OF JUNE 2003 AT THE HOUR OF 12:29 O'CLOCK P.M. AS DOCUMENT NO. 2003-0733813 IN BOOK 37 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 51 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

Ramona L. Gomez

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

Special District Financing
& Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

(03-302 APRIL 2003)

BK 37

Conformed Copy

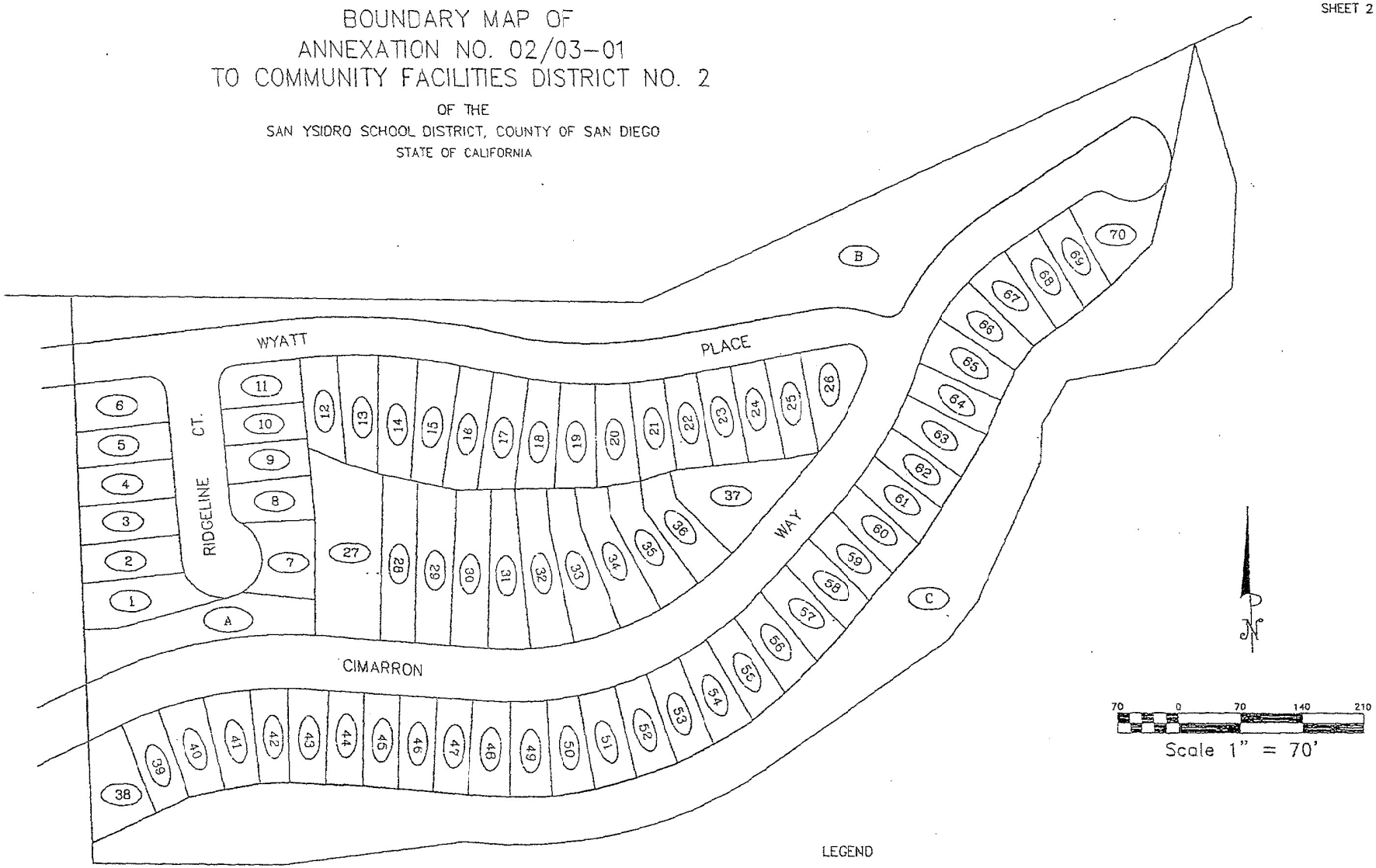
PG 51

BOUNDARY MAP OF
ANNEXATION NO. 02/03-01
TO COMMUNITY FACILITIES DISTRICT NO. 2

OF THE

SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO

STATE OF CALIFORNIA



Scale 1" = 70'

LEGEND

CFD BOUNDARY

1 LOT DESIGNATION

Special District Financing
& Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

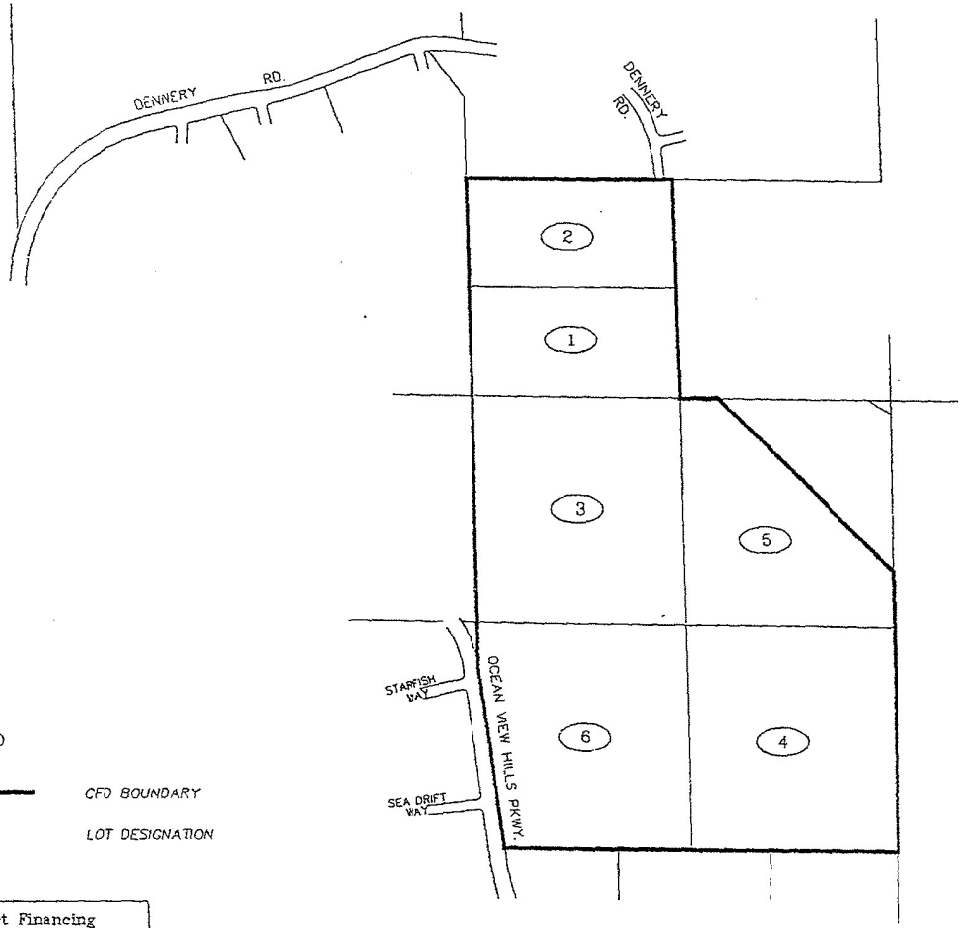
(03-002 APRIL 2003)

BOUNDARY MAP OF
ANNEXATION NO. 02/03-01
TO COMMUNITY FACILITIES DISTRICT NO. 2

OF THE

SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO

STATE OF CALIFORNIA



LEGEND

CFD BOUNDARY

1 LOT DESIGNATION

[HIDDEN TRAILS]

LOT DESIGNATION

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
1	645-010-04-00
2	645-010-05-00
3	645-041-04-00
4	645-041-08-00
5	645-041-10-00
6	645-041-15-00

500 0 500 1000 1500

Scale 1" = 500'

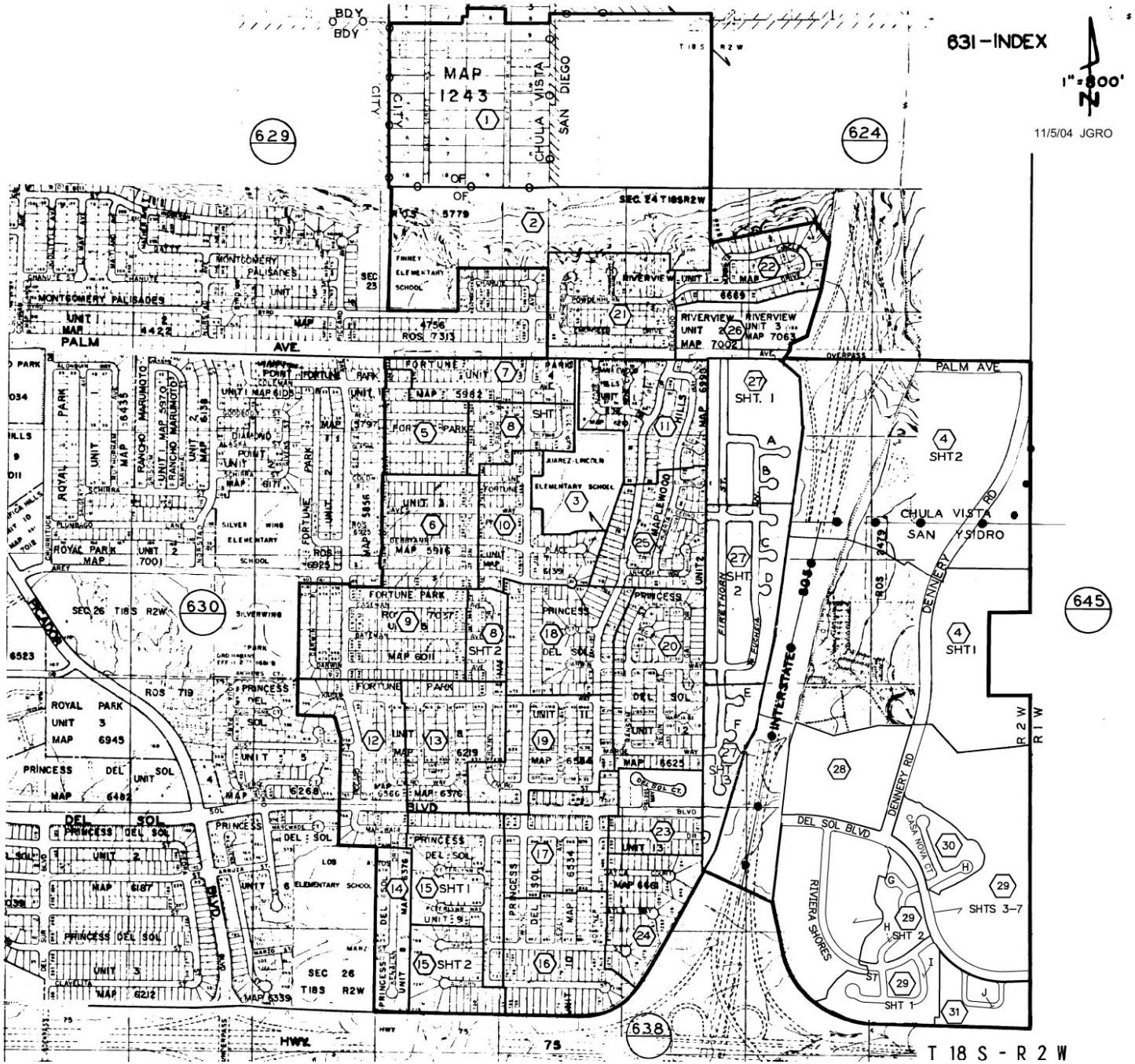
Special District Financing
& Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel. (760) 233-2630 Fax: (760) 233-2631

(03-302 APRIL 2003)

Exhibit F

Assessor's Parcel Maps

01
08



A - CRABAPPLE CT.
B - ZINNIA CT.
C - BAYBERRY CT.
D - COLEUS CT.
E - HYDRANGEA CT.
F - CRANBERRY CT.
G - CASA DEL SOL CT
H - RIVIERA SUMMIT RD
I - PACIFIC RIVIERA WAY
J - RIVIERA POINTE ST

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

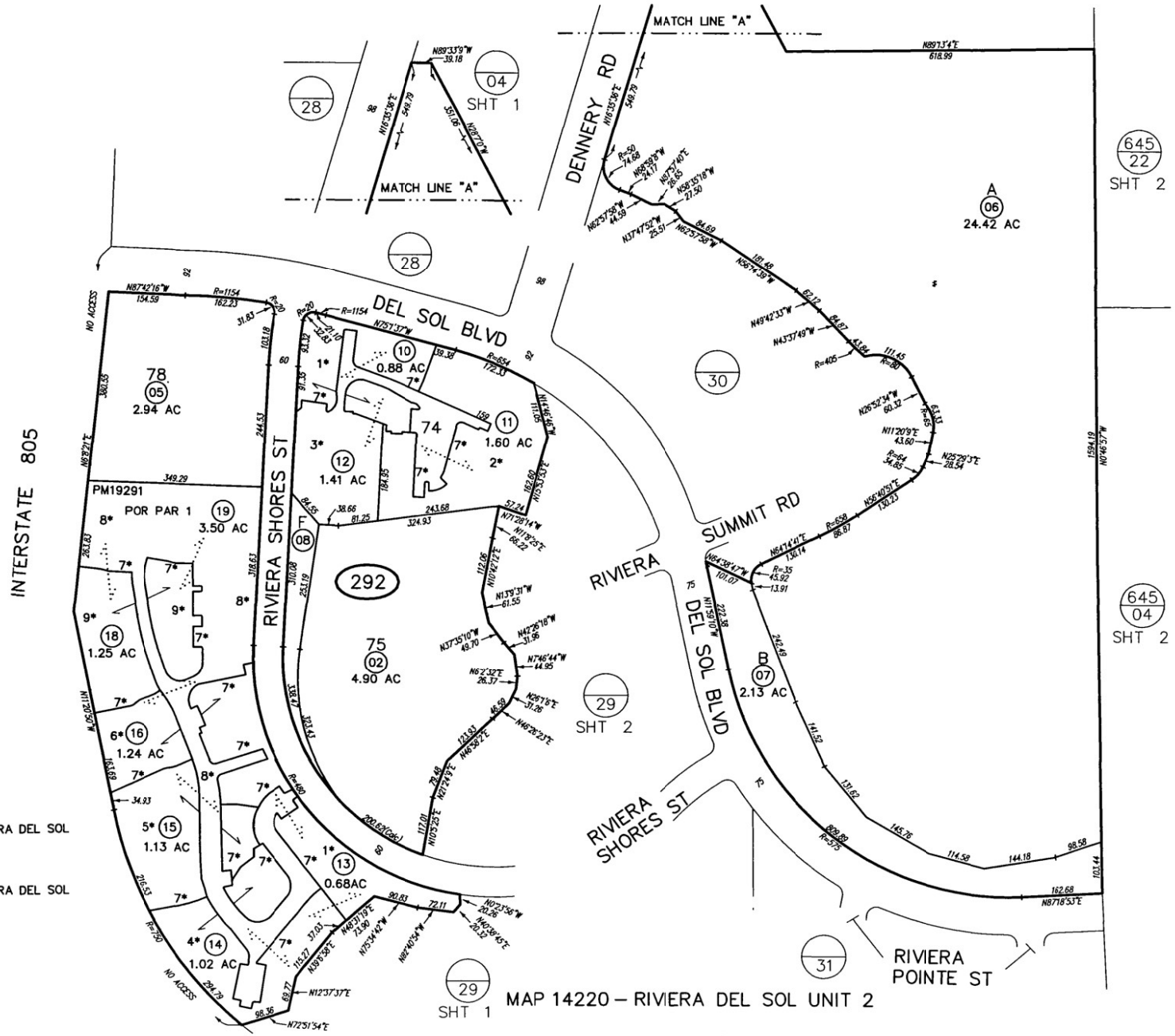
J.A. 6-17-75

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 631 PAGE INDEX

050 01 # 0 78

12.

08



8* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 8
DOC03–1517462
(SEE SHT 7)

9* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 7
DOC03–1517461
(SEE SHT 7)

SAN DIEGO COUNTY ASSESSOR'S MAP
631 – 29
SHT 3 OF 7
1" = 200'
11/4/04 JGRO
Drawn: 08/14/01 By: JGRO From: 631–030

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
292		01 THRU 08	02	70 CANC.
	03 & 04	09	04	1626
	01	10–12 & CONDO	04	623
	09	13–17 & CONDO		CC
	17	18 & 19 CONDO	05	643

1* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 1
DOC03–1035394
(SEE SHTS 4 & 5)

2* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 2
DOC03–1171529
(SEE SHT 4)

3* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 3
DOC03–1264265
(SEE SHT 4)

4* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 4
DOC03–1264266
(SEE SHT 5)

5* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 5
DOC03–1329076
(SEE SHT 6)

6* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 6
DOC03–1409261
(SEE SHT 6)

7* SEE CONDO PLAN FOR BRG & DIST

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

11/05/2004 12:54:02 PM
Page 104 of 390

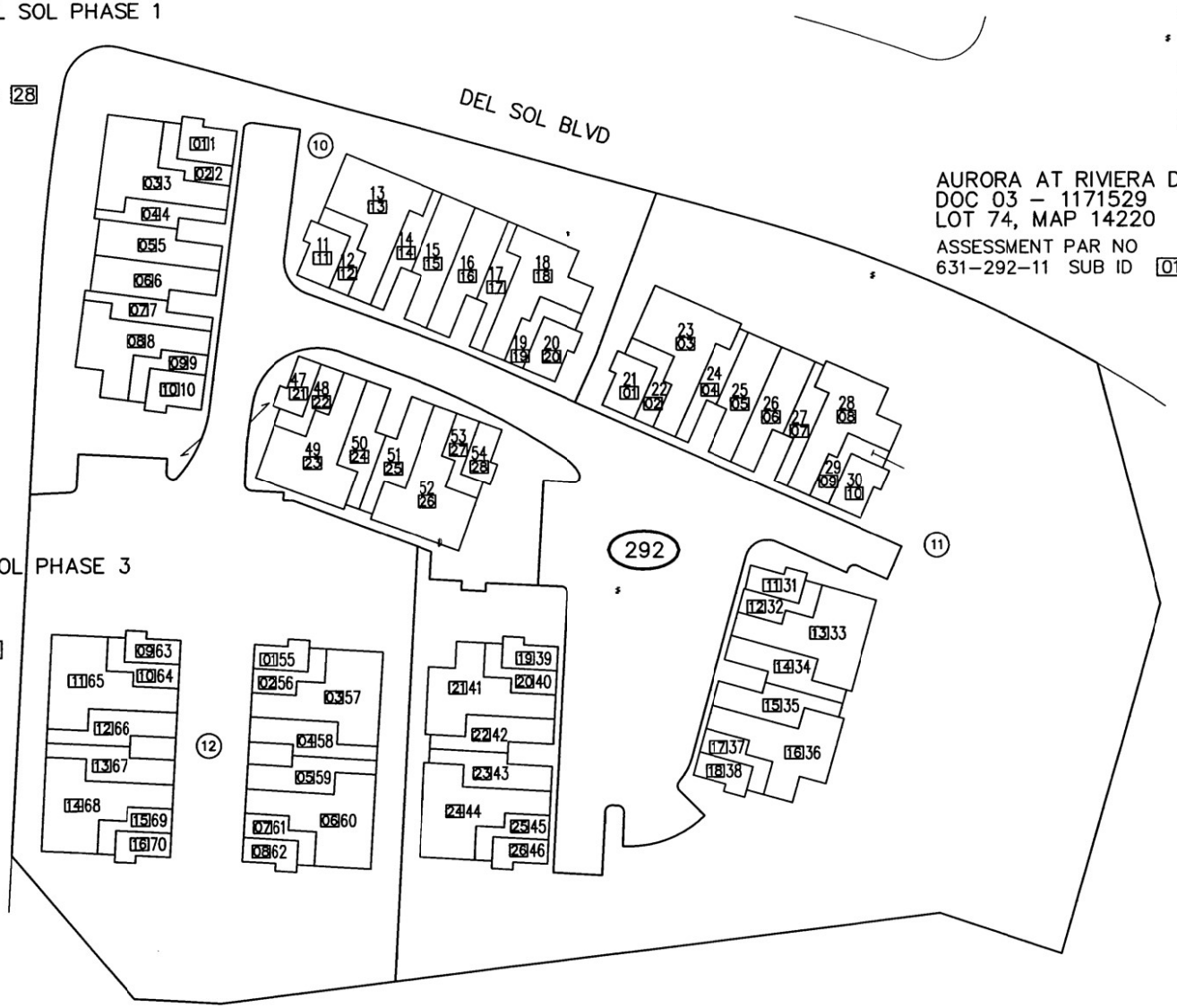
08

AURORA AT RIVIERA DEL SOL PHASE 1
DOC 03 – 1035394
LOT 74, MAP 14220
ASSESSMENT PAR NO
631–292–10 SUB ID [01]– [28]

SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 4
1" = 50'
Drawn: 12/24/03 By: EK

AURORA AT RIVIERA DEL SOL PHASE 2
DOC 03 – 1171529
LOT 74, MAP 14220
ASSESSMENT PAR NO
631–292–11 SUB ID [01]– [26]

AURORA AT RIVIERA DEL SOL PHASE 3
DOC 03 – 1264265
LOT 74, MAP 14220
ASSESSMENT PAR NO
631–292–12 SUB ID [01]– [16]

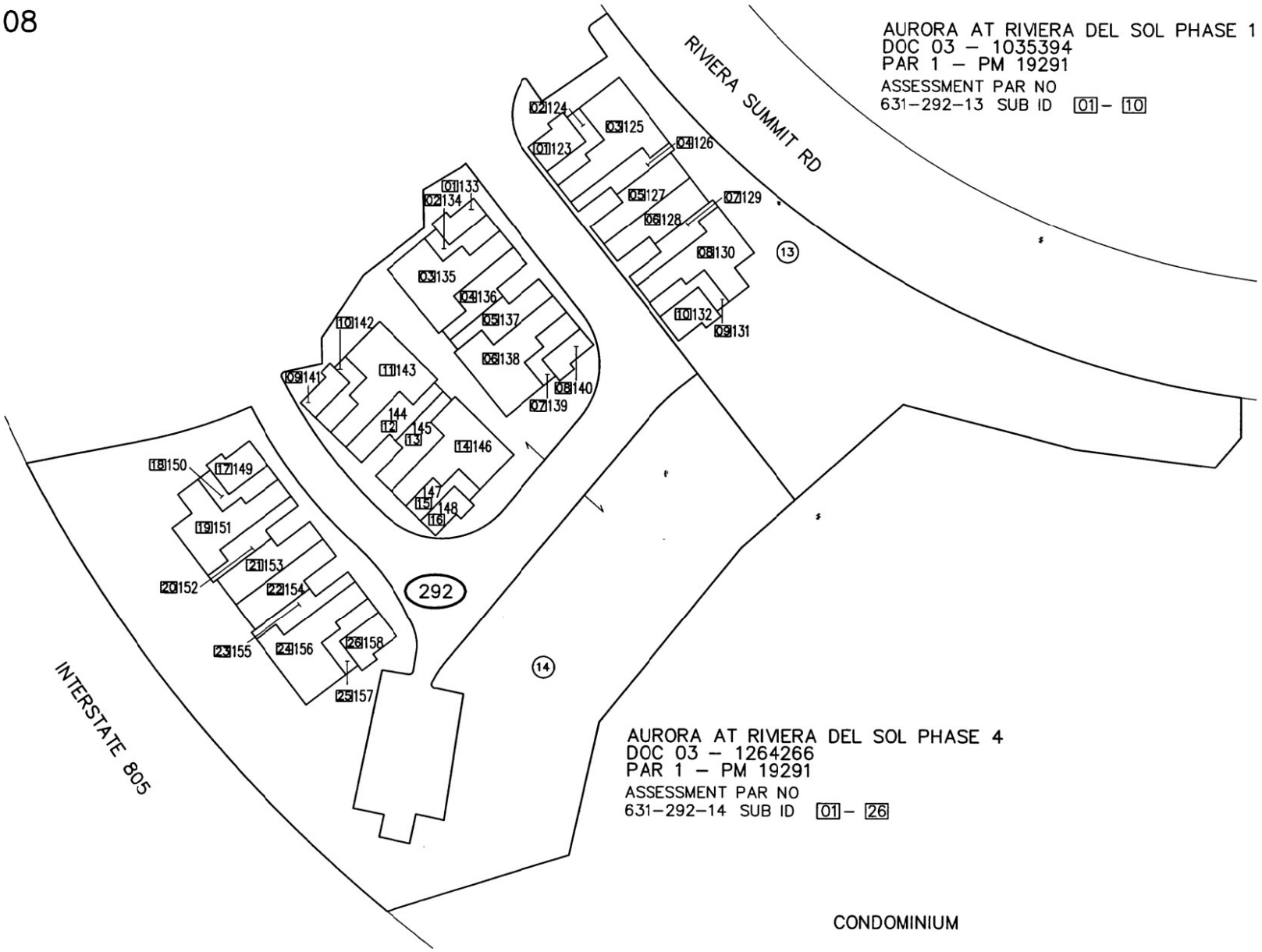


CONDOMINIUM

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

01/08/2004 08:14:26 AM Page 1 of 1

08



AURORA AT RIVIERA DEL SOL PHASE 1
DOC 03 – 1035394
PAR 1 – PM 19291
ASSESSMENT PAR NO
631–292–13 SUB ID [01] – [10]

SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 5
N
1" = 50'
Drawn: 12/24/03 By: EK

AURORA AT RIVIERA DEL SOL PHASE 4
DOC 03 – 1264266
PAR 1 – PM 19291
ASSESSMENT PAR NO
631–292–14 SUB ID [01] – [26]

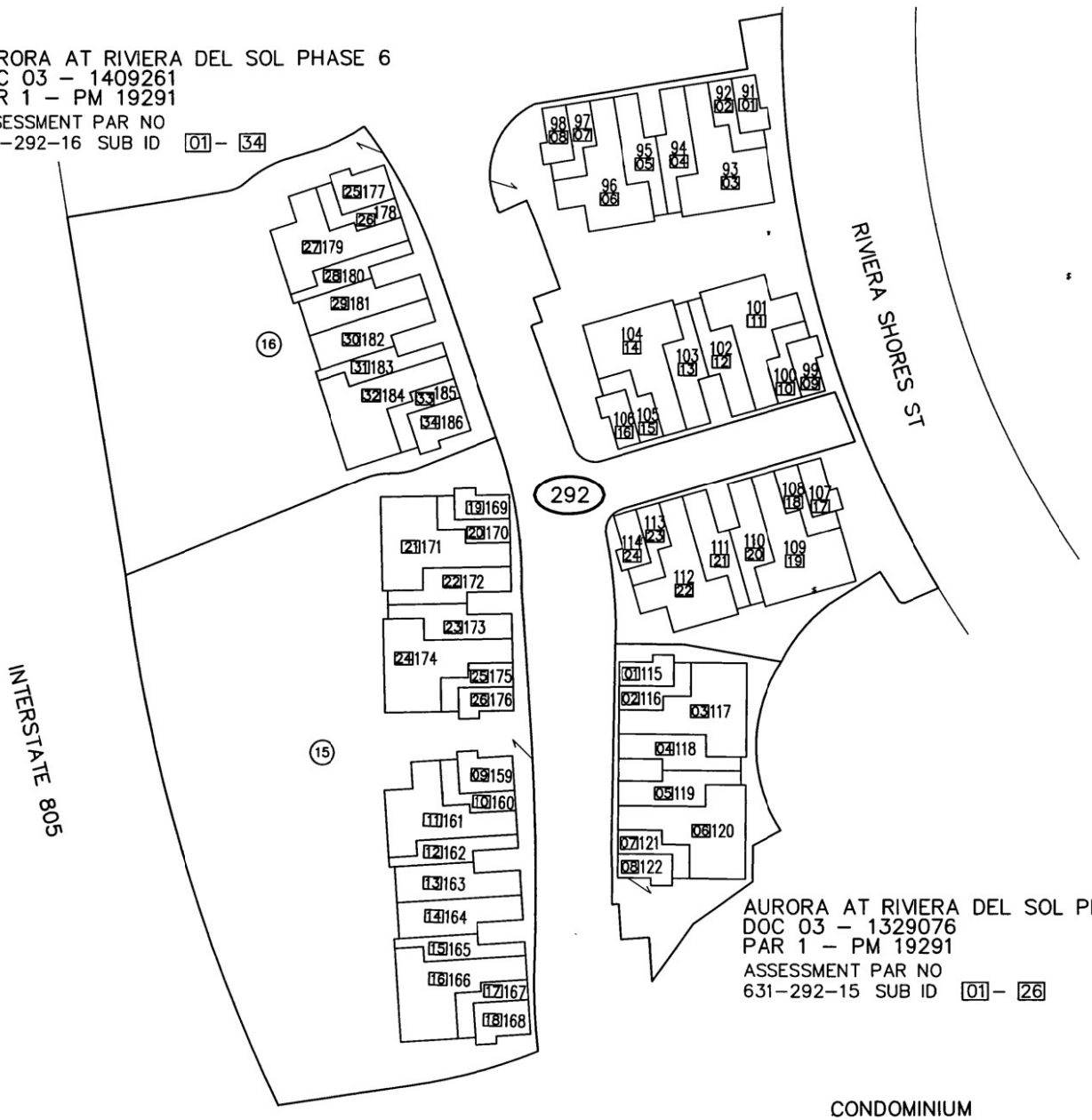
CONDOMINIUM

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

01/06/2004 01:28:08 PM

08

AURORA AT RIVIERA DEL SOL PHASE 6
DOC 03 – 1409261
PAR 1 – PM 19291
ASSESSMENT PAR NO
631–292–16 SUB ID [01] – [34]



AURORA AT RIVIERA DEL SOL PHASE 5
DOC 03 – 1329076
PAR 1 – PM 19291
ASSESSMENT PAR NO
631–292–15 SUB ID [01] – [26]

CONDOMINIUM

SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 6
N
1" = 50'
Drawn: 12/26/03 By: EK

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

01/06/2004 09:05:38 AM

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

11/05/2004 08:16:39 PM

SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 7
1" = 50'
Drawn: 11/05/2004 By: JGRO

AURORA AT RIVIERA DEL SOL–PHASE 8
DOC 03 – 1517462
POR PAR 1, PM19291

ASSESSMENT PAR NO
631–292–19 SUB ID 01 – 38

AURORA AT RIVIERA DEL SOL–PHASE 7
DOC 03 – 1517461
POR PAR 1, PM19291

ASSESSMENT PAR NO
631–292–18 SUB ID 01 – 34

INTERSTATE 805

RIVIERA SHORES ST

CONDOMINIUM

292

(18) (19)

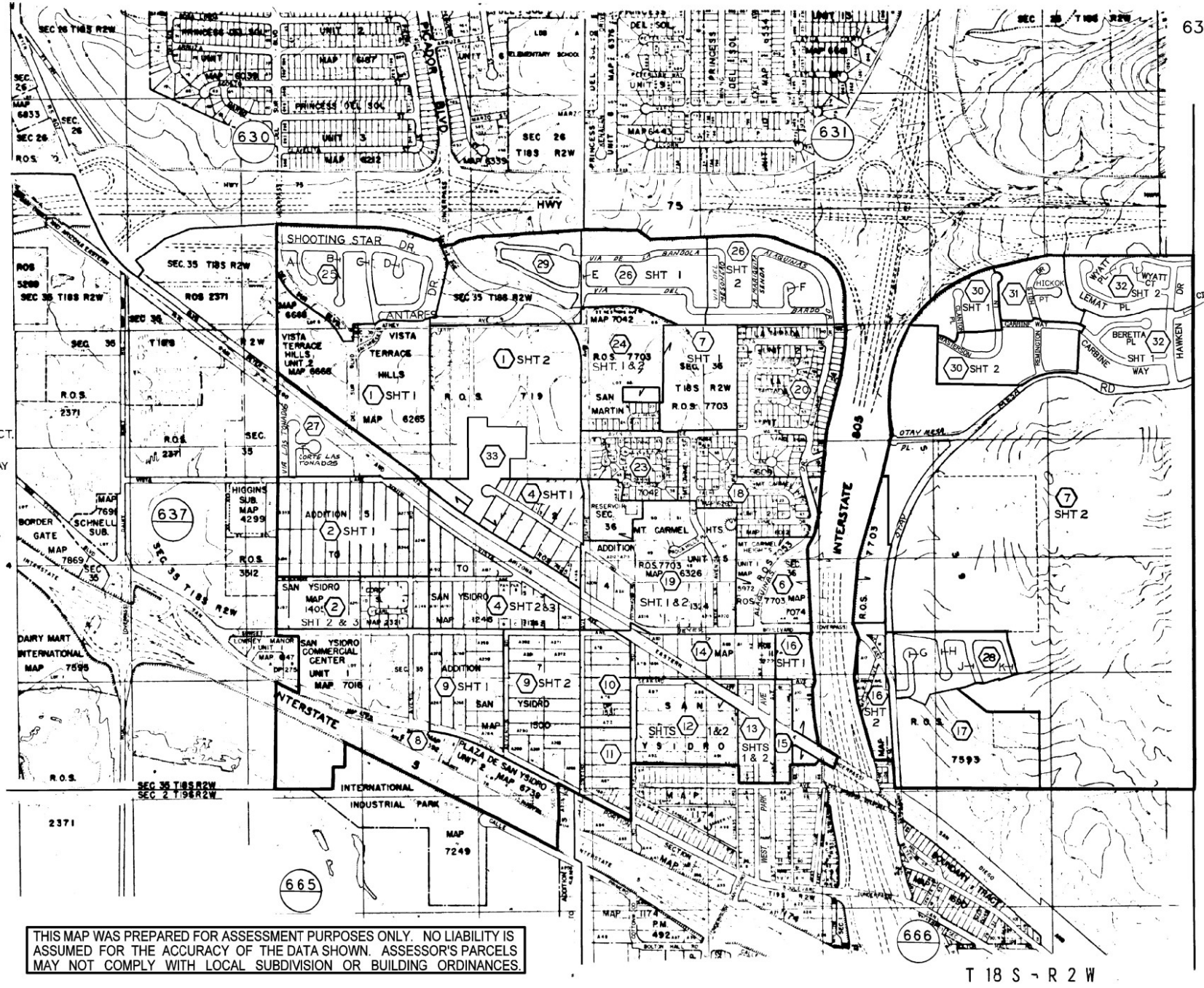
01 187, 02 188, 03 189, 04 190, 05 191, 06 192, 07 193, 08 194, 09 195, 10 196, 11 197, 12 198, 13 199, 14 200, 15 201, 16 202, 17 203, 18 204, 19 223, 20 224, 21 225, 22 226, 23 227, 24 228, 25 229, 26 230, 27 231, 28 232, 29 233, 30 234, 31 235, 32 236, 33 237, 34 238, 21 205, 23 207, 22 206, 24 208, 25 209, 26 210, 27 211, 28 212, 29 213, 30 214, 31 215, 32 216, 33 217, 34 218, 35 219, 37 221, 38 220, 38 222, 01 71, 02 72, 03 73, 04 74, 05 75, 06 76, 07 77, 08 78, 09 79, 10 80, 11 81, 12 82, 13 83, 14 84, 15 85, 16 86, 17 87, 18 88, 19 89, 20 90

08

76 C# 100660

638–INDEX

07/26/2019 CS 1"=800'

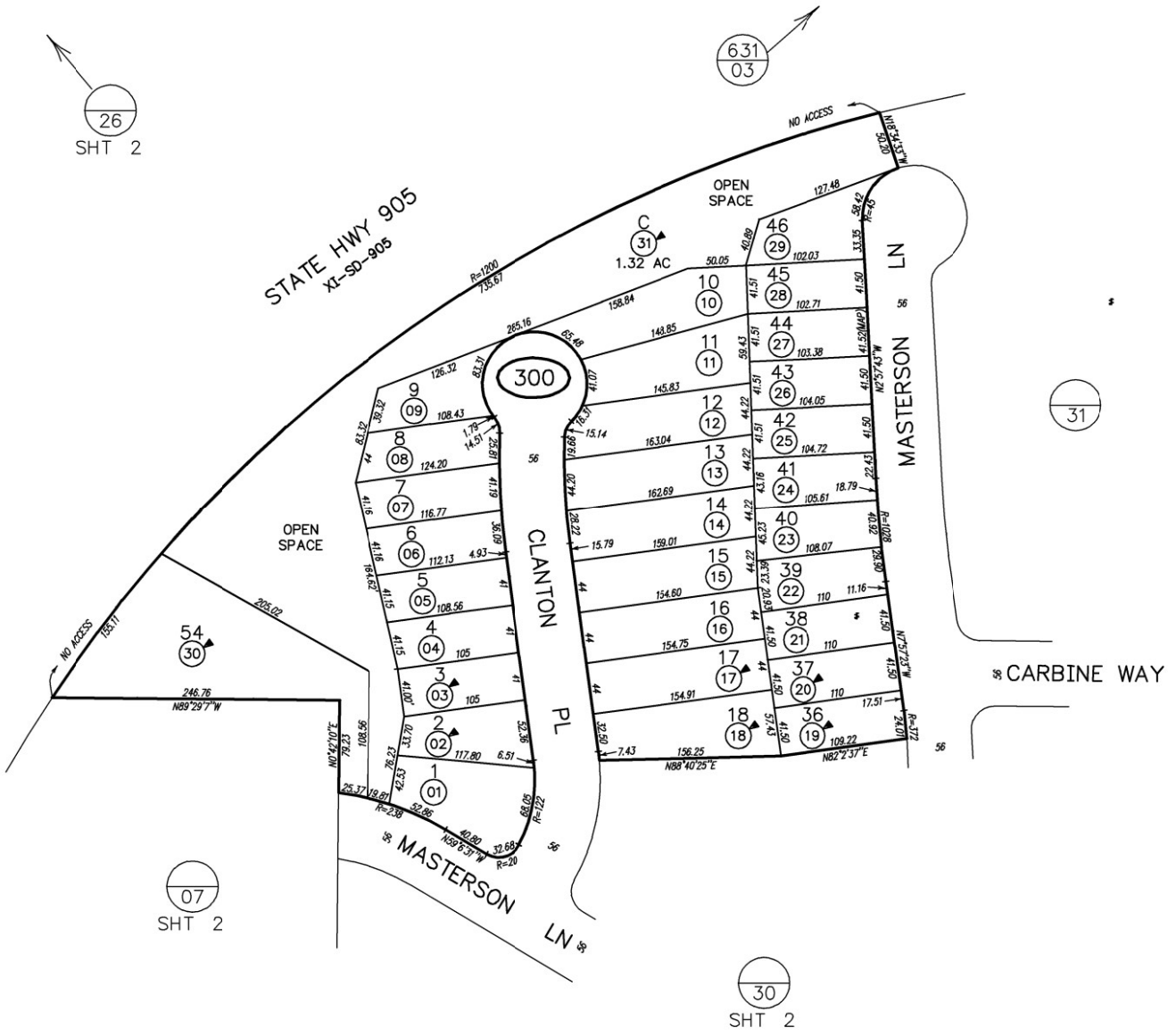


A-BIG DIPPER WAY
B-SHOOTING STAR CT.
C-CAITHNESS DR.
D-LITTLE DIPPER WAY
E-VIA DE LA MELODIA
F-LAS BUJIAS CORTE
G-ENCHANTED PL.
H-FANTASY LN.
J-DELANY DR.
K-ENRIGHT DR.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 638 INDEX

08



SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 30
SHT 1 OF 2
N
1'' = 100'
11/06/01 JK
Drawn: 03/18/89 By: BEM From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
300		1 THRU 31	00	1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 13730 — REMINGTON HILLS UNIT NO 1

12.1

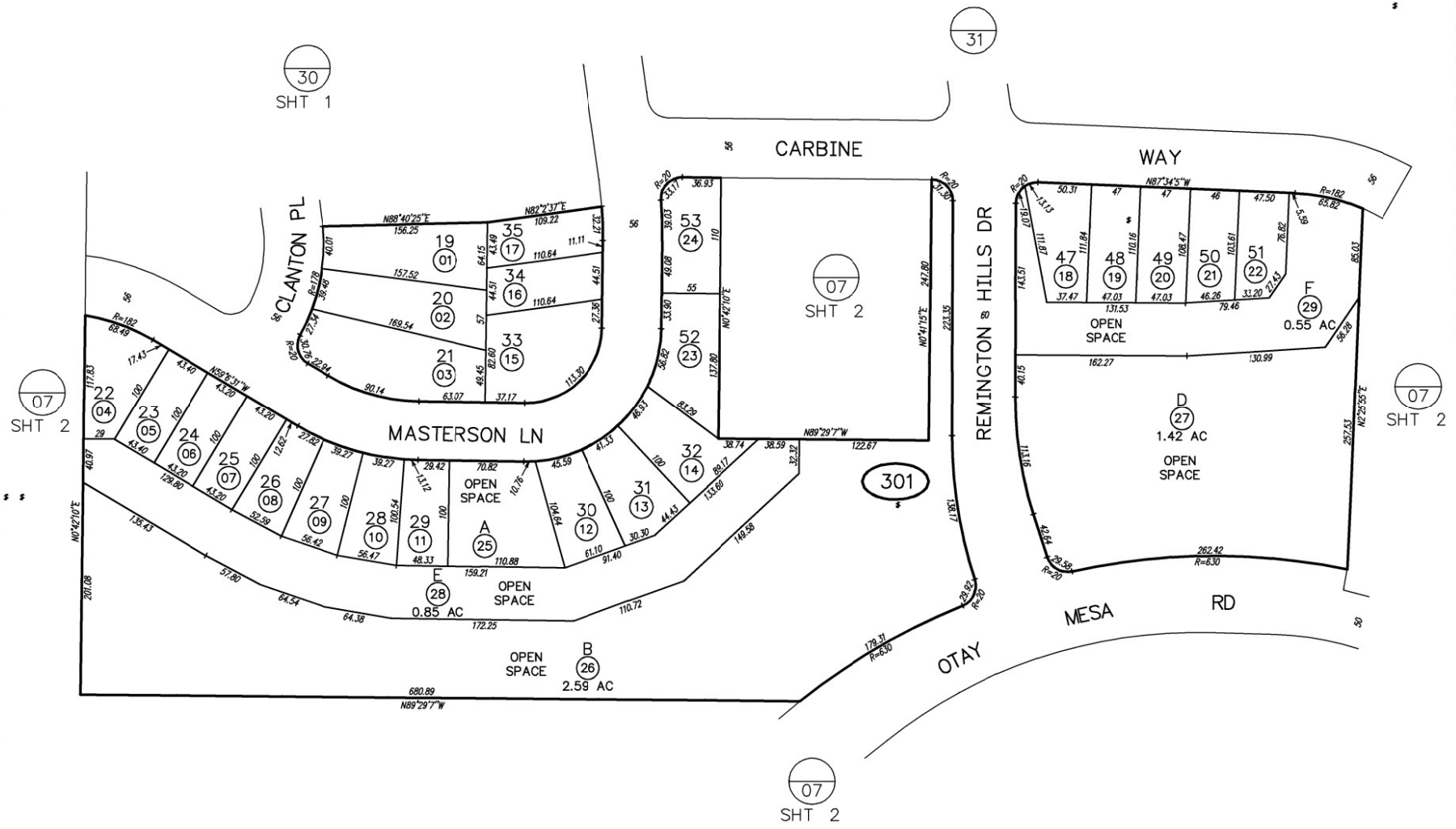
08

THIS MAP/PLAT IS PROVIDED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 30
SHT 2 OF 2
N
1'' = 100'
11/06/01 JK ✓
Drawn: 3/18/99 By: BEM From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
301		1 THRU 29	00	1



MAP 13730 — REMINGTON HILLS UNIT NO 1

12.1

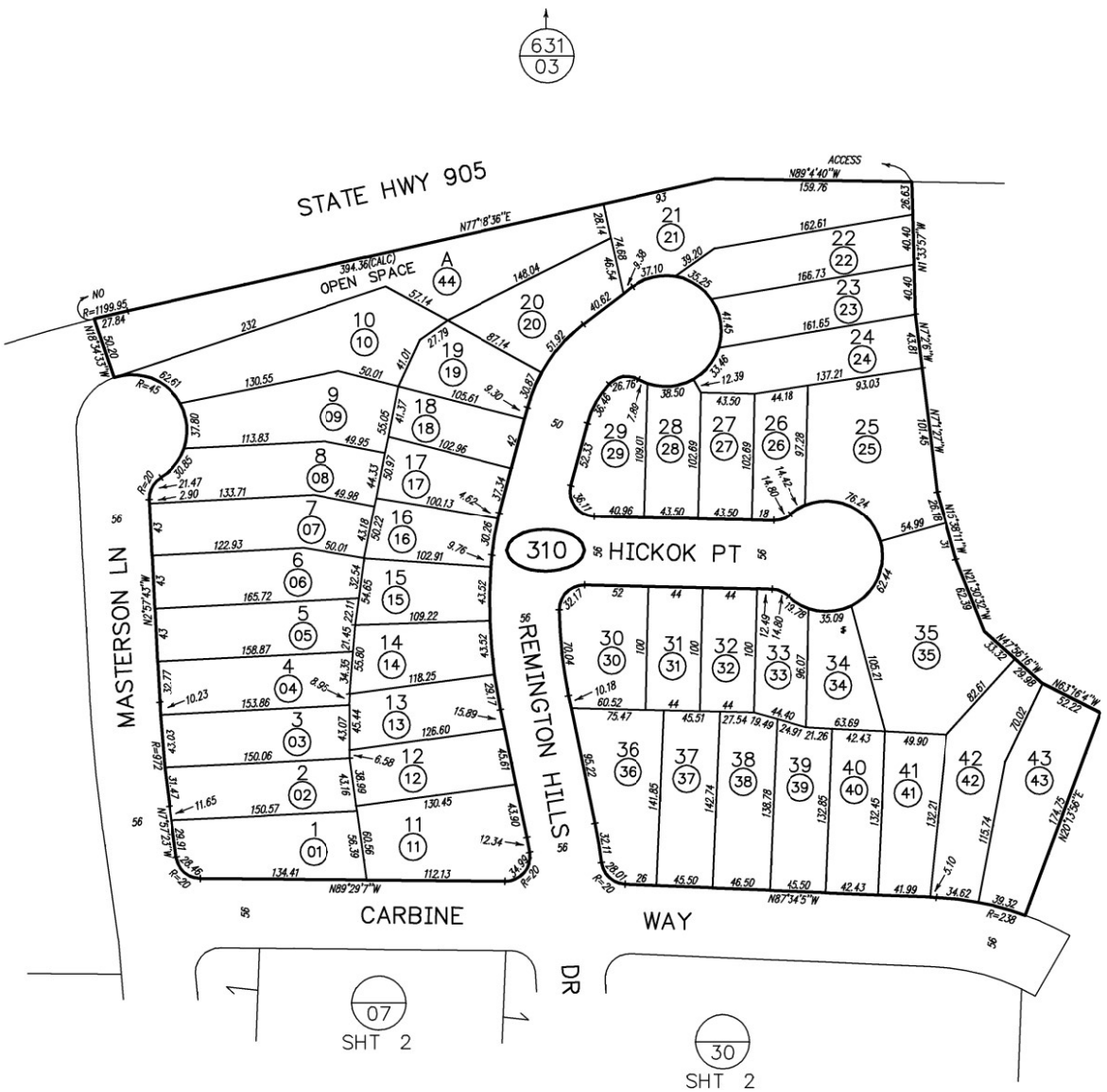
08

SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 31
N 1'' = 100'

Drawn: 11/06/01 By: JK From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
310		1 THRU 44	02	127



MAP 14277 — REMINGTON HILLS UNIT NO 2

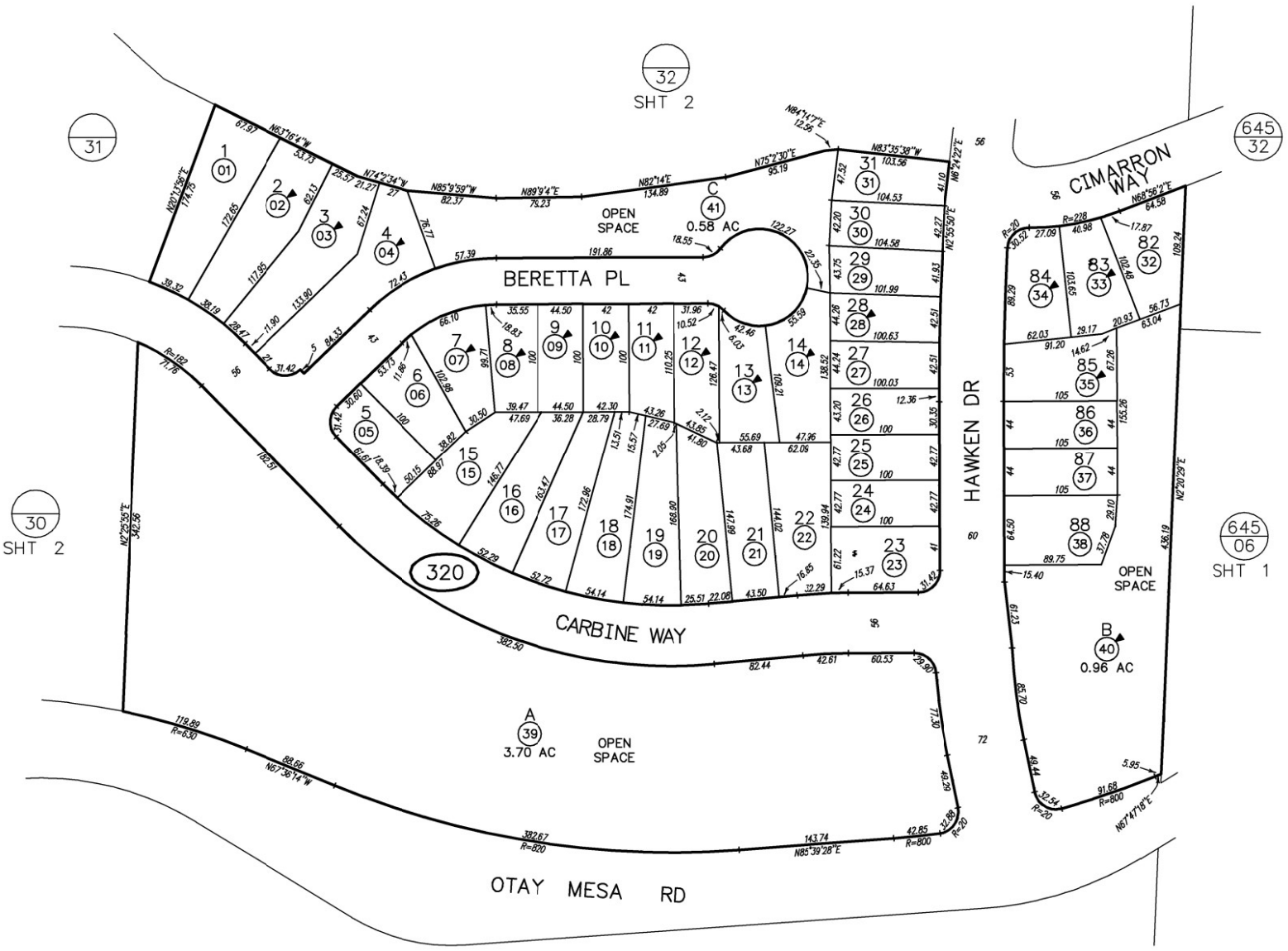
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 32
SHT 1 OF 2
N 1'' = 100'
01/25/03 JK
Drawn: 10/22/02 By: JGRO From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
320		1 THRU 41	03	113

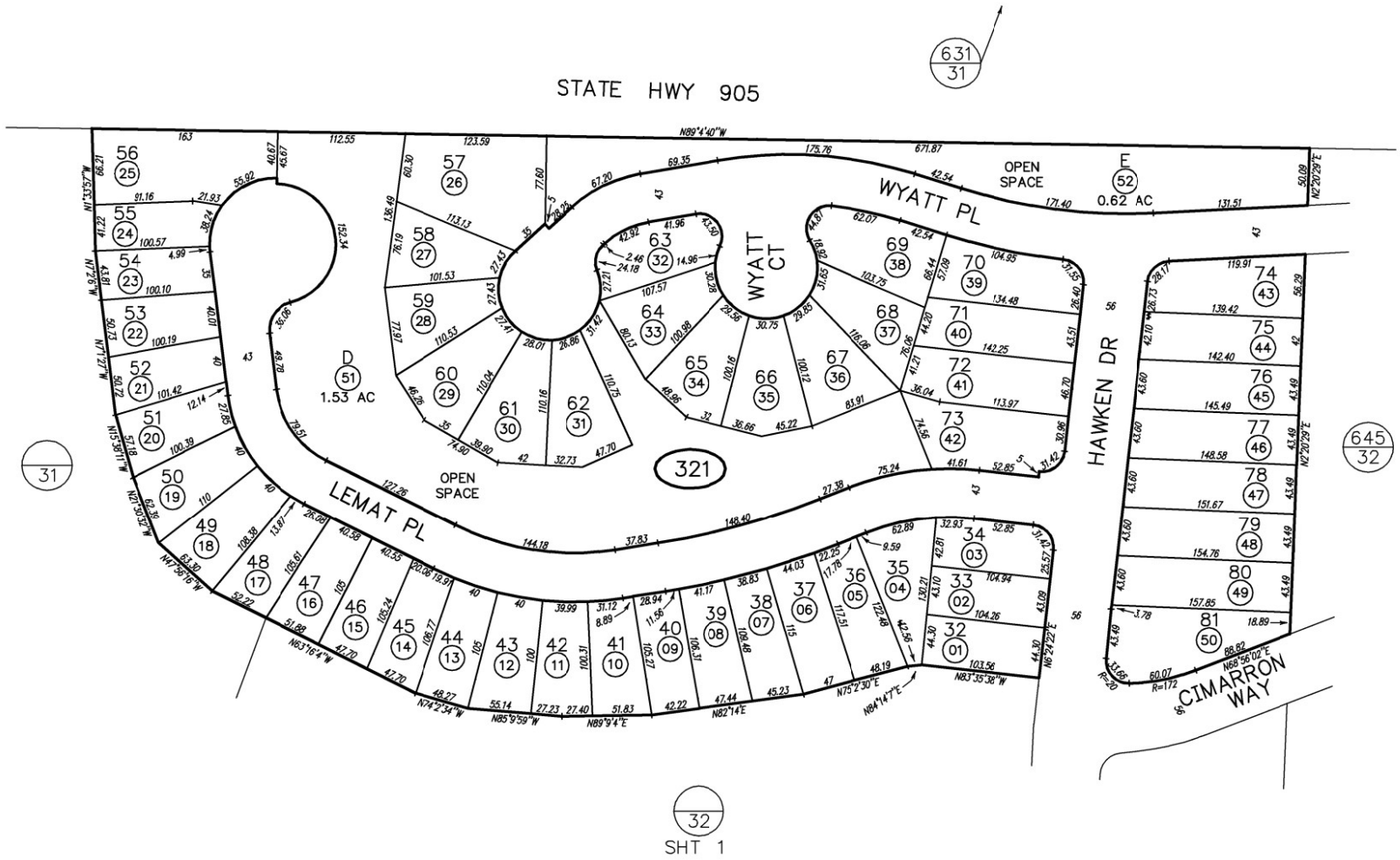


MAP 14460 — REMINGTON HILLS — UNIT NO 3

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

12.1

08



SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 32
SHT 2 OF 2
N
1'' = 100'
01/25/03 JK
Drawn: 10/18/02 By: JGRO From: 638-070

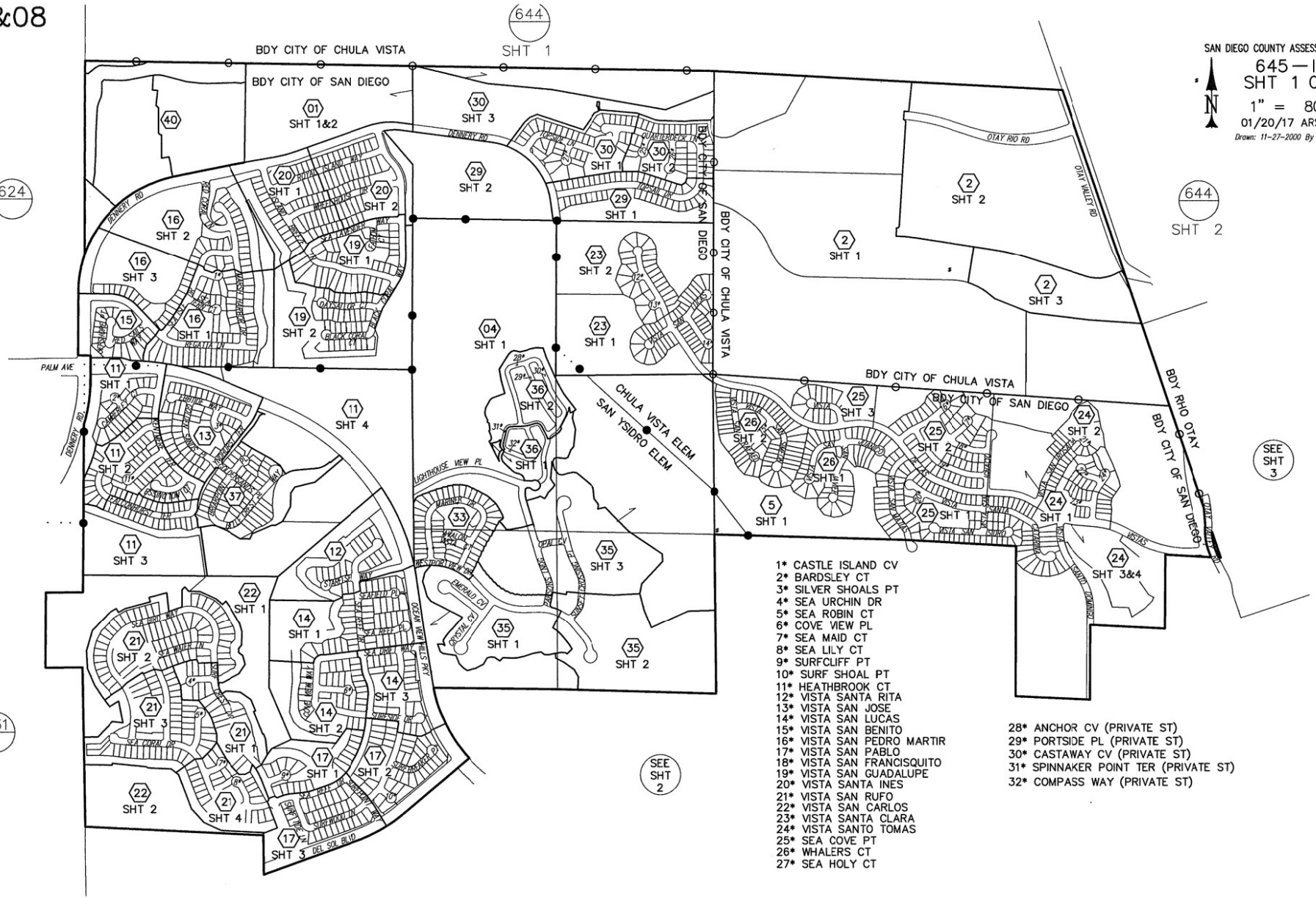
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
321		1 THRU 52	03	113

MAP 14460 — REMINGTON HILLS — UNIT NO 3

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

01&08

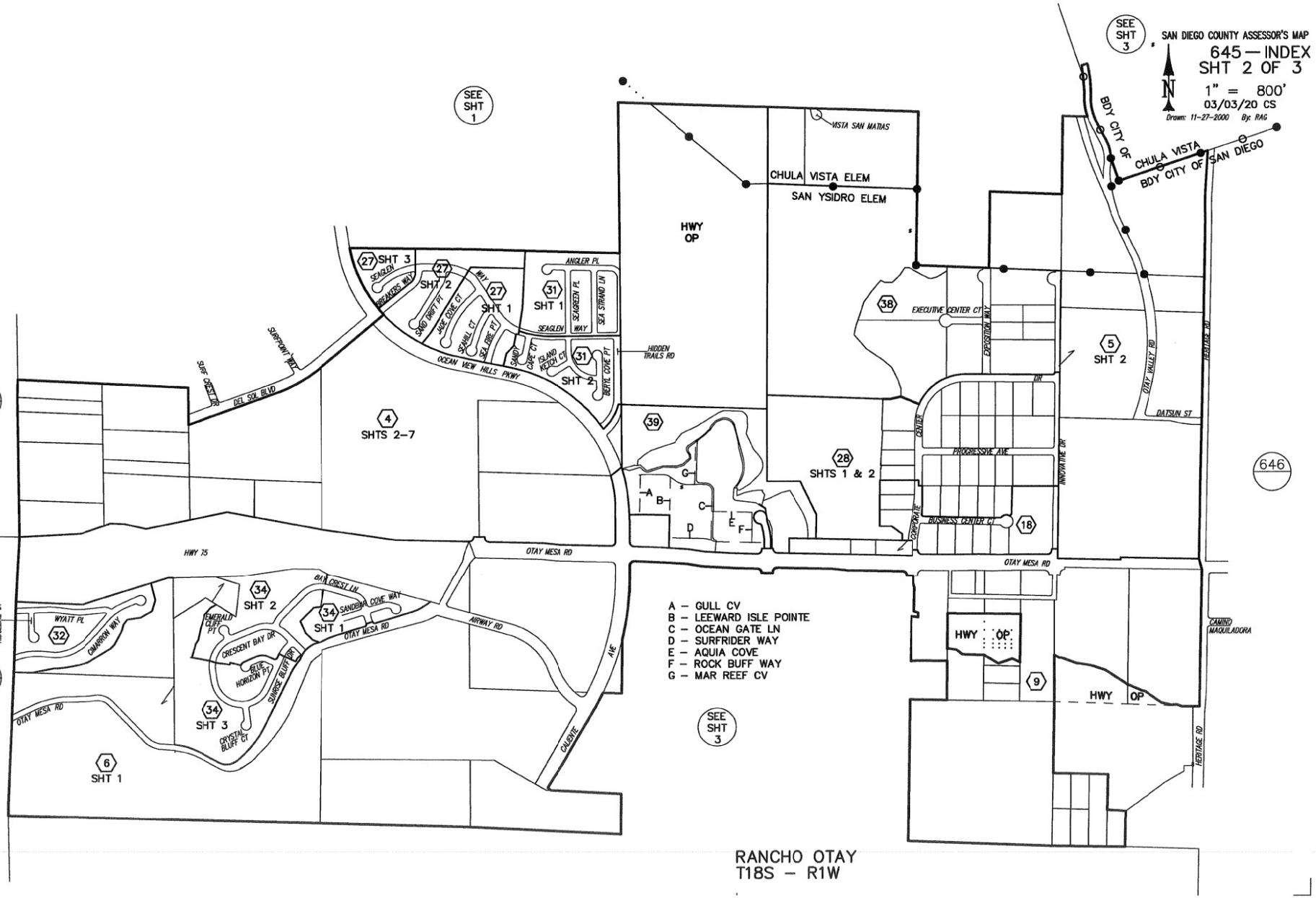


1* CASTLE ISLAND CV
2* BARDSLEY CT
3* SILVER SHOALS PT
4* SEA URCHIN DR
5* SEA ROBIN CT
6* COVE VIEW PL
7* SEA MAID CT
8* SEA LILY CT
9* SURFCLIFF PT
10* SURF SHOAL PT
11* HEATHBROOK CT
12* VISTA SANTA RITA
13* VISTA SAN JOSE
14* VISTA SAN LUCAS
15* VISTA SAN BENITO
16* VISTA SAN PEDRO MARTIR
17* VISTA SAN PABLO
18* VISTA SAN FRANCISQUITO
19* VISTA SAN GUADALUPE
20* VISTA SANTA INES
21* VISTA SAN RUFO
22* VISTA SAN CARLOS
23* VISTA SANTA CLARA
24* VISTA SANTO TOMAS
25* SEA COVE PT
26* WHALERS CT
27* SEA HOLY CT
28* ANCHOR CV (PRIVATE ST)
29* PORTSIDE PL (PRIVATE ST)
30* CASTAWAY CV (PRIVATE ST)
31* SPINNAKER POINT TER (PRIVATE ST)
32* COMPASS WAY (PRIVATE ST)

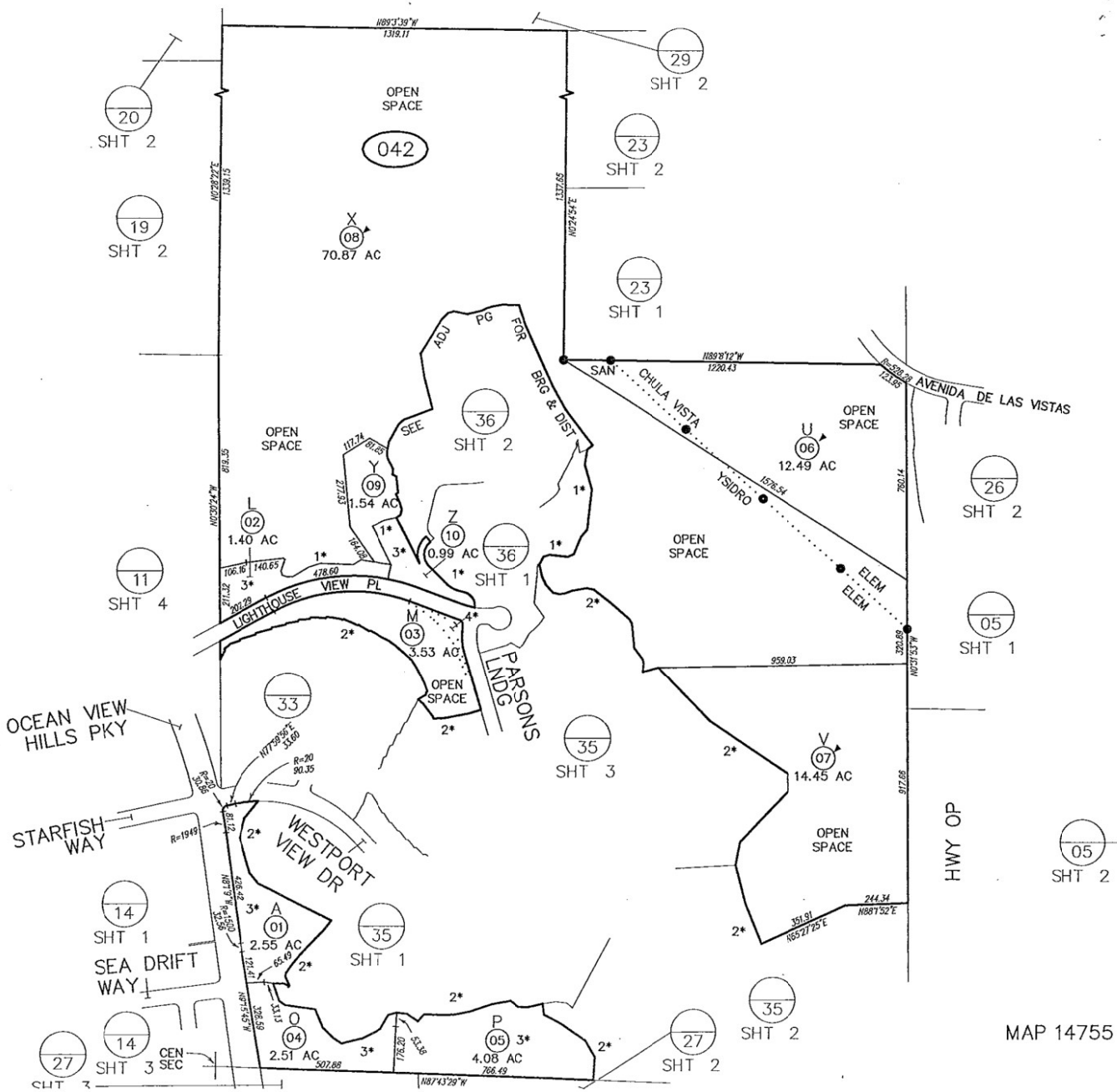
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 04
SHT 1 OF 4
1" = 400'
10/03/17 ARS
Drawn: 05/07/04 By: ASF From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
041	5	9 & 10	97	1729
041	7	11 & ST OP	98	1953 CANC
041	1, 2, 3 & 6	12–14 & PG 11	98	124 CANC
041	11	15 & 16	98	1988
041	13, 14 & 16	17 & PGS 12 & 14	99	78 CANC
041	12 & 17	POR PG 21 & 22	00	199
041	9	SAME & ST OP	01	4682
041	4 & 15	18–19 & PG 33	04	133
042	-010-04&05 -041-08,09, 10,18 & 19	1 THRU 11	05	25
042	11	PG 36	05	113
042	04 THRU 08	SAME & OP SO	13	5516

1* SEE RECORDED MAP FOR BRGS & DISTS
2* SEE ADJ PG FOR BRGS & DISTS
3* OPEN SPACE
4* PEDESTRIAN & NON-MOTOR VEHICULAR RIGHT OF WAY

MAP 14755 – HIDDEN TRAILS UNIT 2

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 32
N
1'' = 100'

04
SHT 2

STATE HWY 905

WYATT PL

RIDGELINE CT

CIMARRON WAY

OPEN SPACE

B
72
1.67 AC

OPEN SPACE

C
73
2.64 AC

320

638
32
SHT 2

638
32
SHT 1

06
SHT 1

Drawn: 01/25/03 By: JK From: 645-060

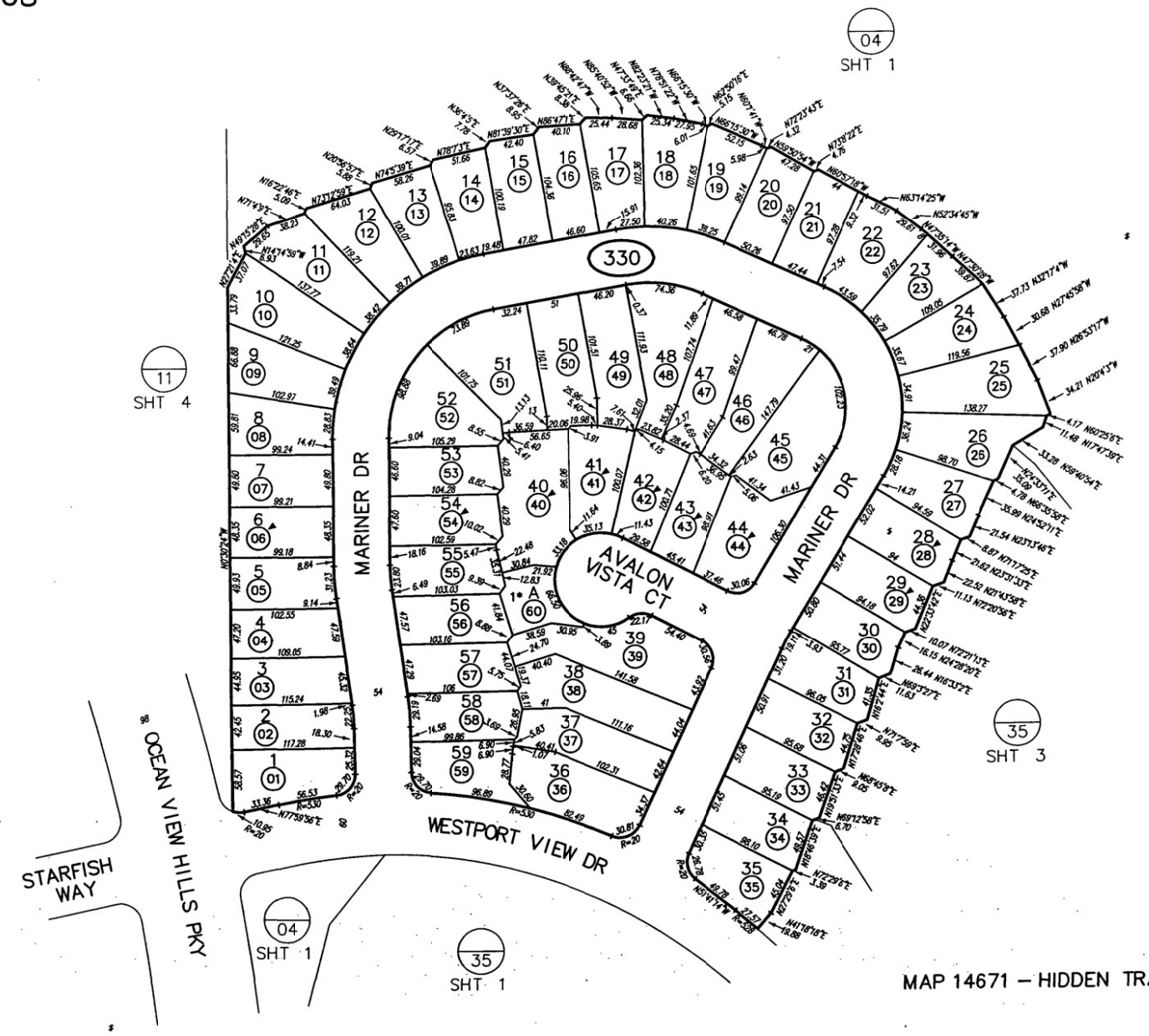
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
320		1 THRU 73	03	172

MAP 14519 — REMINGTON HILLS UNIT NO 4

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 33

N

1" = 100'
05/13/04 ASF ✓
Drawn: 9/30/03 By JGRO From: 645-041

CHANGES

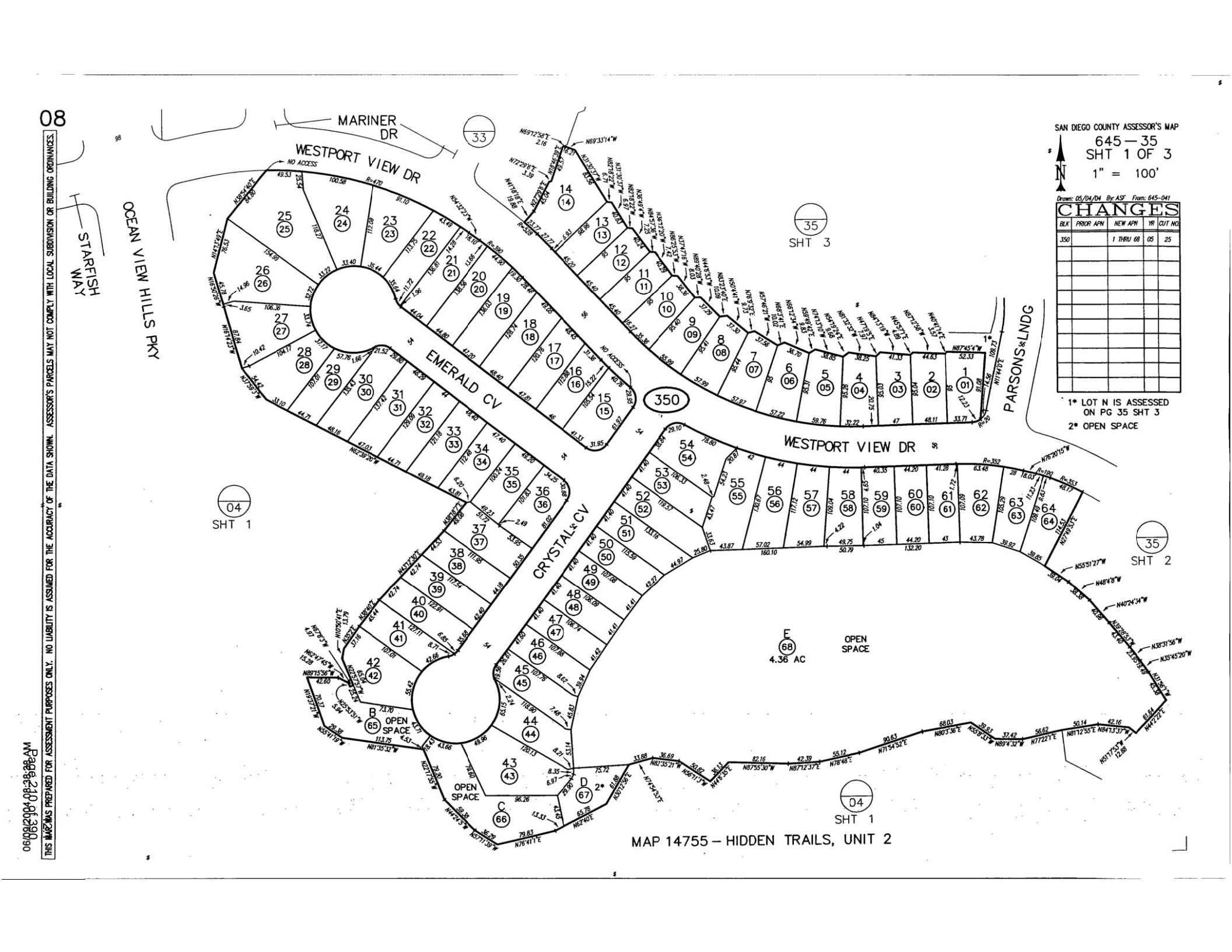
BLK	PRIOR APN	NEW APN	YR	CUT NO.
330		1 THRU 60	04	133

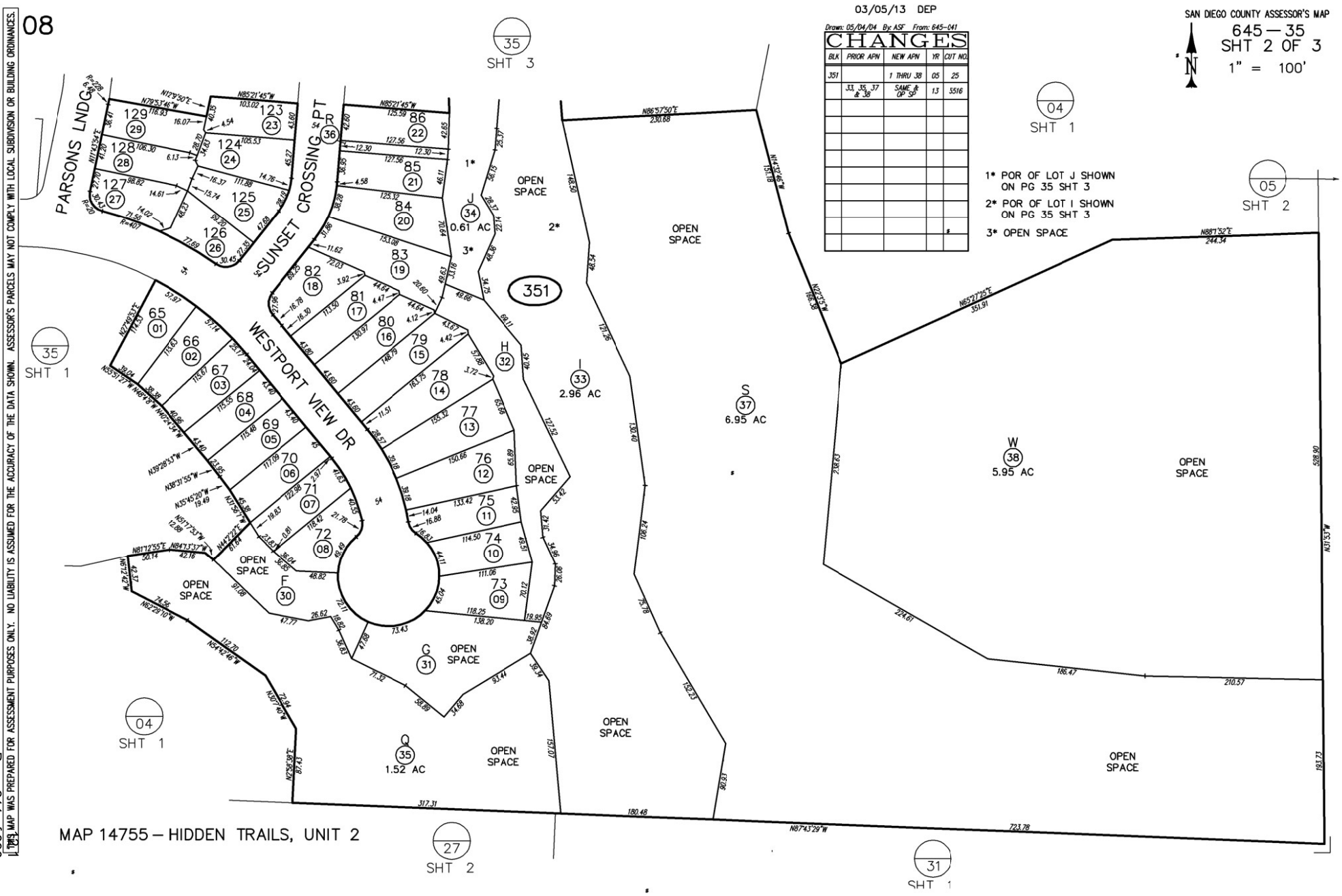
1* OPEN SPACE

MAP 14671 — HIDDEN TRAILS UNIT 1

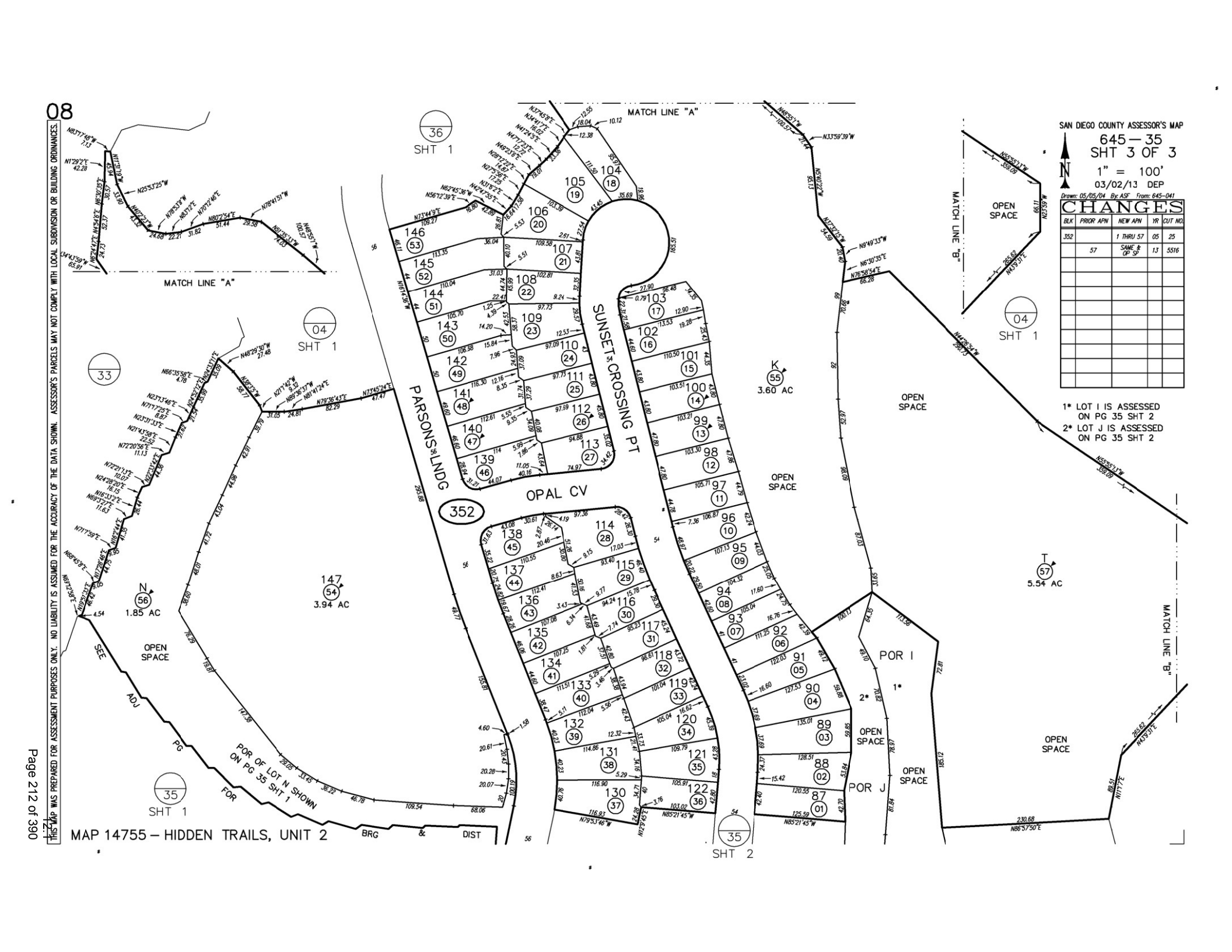
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

06/04/2004 11:09:36 AM Page 1 of 1


08
MARINER DR
WESTPORT VIEW DR
OCEAN VIEW HILLS PKY
STARFISH WAY
EMERALD CV
CRYSTAL CV
PARSONS LNDG
350
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 35
SHT 1 OF 3
1" = 100'
Drawn: 05/04/04 By: ASF From: 645-041
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
350 | | 1 THRU 68 | 05 | 25
1* LOT N IS ASSESSED ON PG 35 SHT 3
2* OPEN SPACE
OPEN SPACE
4.36 AC
MAP 14755 — HIDDEN TRAILS, UNIT 2
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
06/09/2004 08:38:38 AM
Page 210 of 390



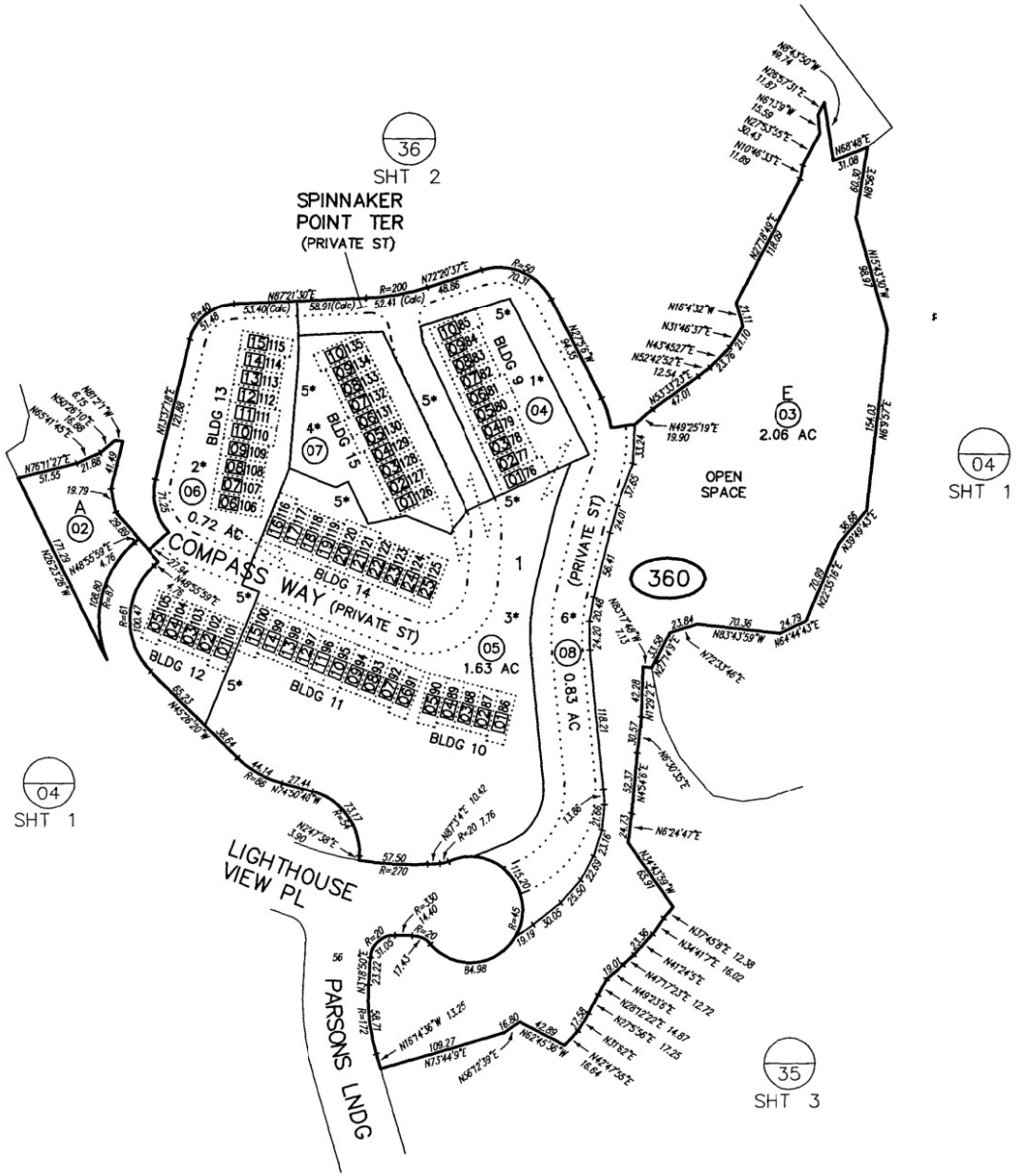
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



MAP 14843 – SPINNAKER POINT

SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 36
SHT 1 OF 2
1" = 100'
11/05/04 JAM
Dramn: 08/31/04 By: ASF From: 645-042

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
360		1 THRU 3	05	113
	1	4 THRU 8 & CONDOS	05	632

1* CONDO SPINNAKER POINT AT PACIFIC COVE MODEL PHASE DOC04-739112 & DOC04-884976

2* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 5 DOC04-795900 & DOC04-884973

3* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 6 DOC04-795902 & DOC04-884974

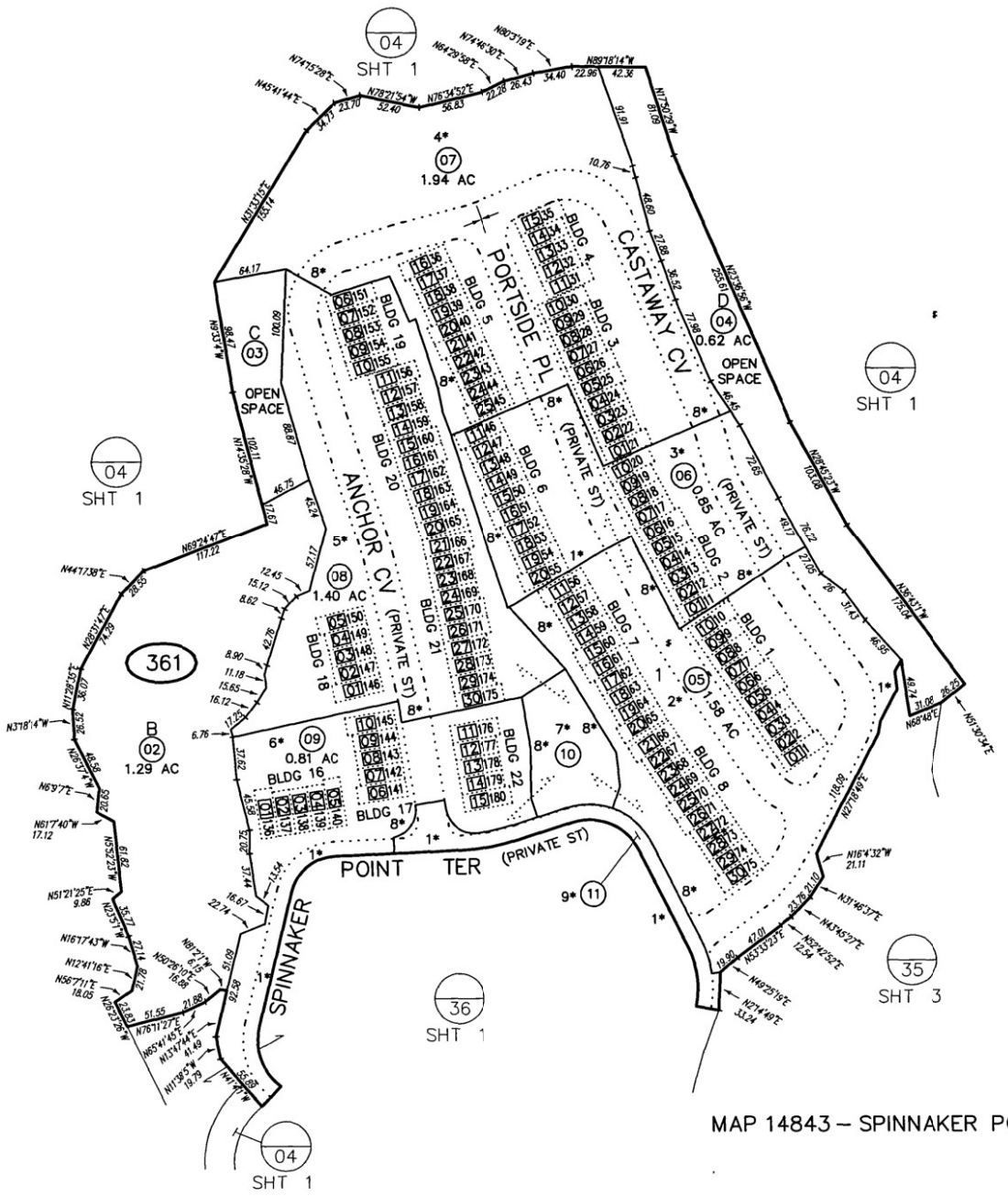
4* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 7 DOC04-795904 & DOC04-884975

5* SEE RECORDED DOCUMENTS FOR BRG & DIST.

6* ROADWAY MODULE

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



MAP 14843 – SPINNAKER POINT

SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 36
SHT 2 OF 2
N
1" = 100'
11/04/04 JAM
Drawn: 08/31/04 By: ASF From: 645-042

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
361		1 THRU 4	05	113
	1	5 THRU 11 & CONDOS	05	632

1* SEE RECORD MAP FOR BRG & DIST

2* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 1 DOCS04–739109, –834925, & –864364

3* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 2 DOC04–795894 & DOC04–884970

4* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 3 DOC04–795896 & DOC04–884971

5* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 4 DOC04–795898 & DOC04–884972

6* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 5 DOC04–795900 & DOC04–884973

7* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 7 DOC04–795904 & DOC04–884975

8* SEE RECORDED DOCUMENTS FOR BRG & DIST

9* ROADWAY MODULE

Page 12.1 11/03/2004 12:43:39 PM

Exhibit G

Special Tax Roll for Fiscal Year 2025/2026

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-10-01	$1,141.91	$1,141.90
14220	74	631-292-10-02	$1,141.91	$1,141.90
14220	74	631-292-10-03	$1,141.91	$1,141.90
14220	74	631-292-10-04	$1,141.91	$1,141.90
14220	74	631-292-10-05	$1,141.91	$1,141.90
14220	74	631-292-10-06	$1,141.91	$1,141.90
14220	74	631-292-10-07	$1,141.91	$1,141.90
14220	74	631-292-10-08	$1,141.91	$1,141.90
14220	74	631-292-10-09	$1,141.91	$1,141.90
14220	74	631-292-10-10	$1,141.91	$1,141.90
14220	74	631-292-10-11	$1,141.91	$1,141.90
14220	74	631-292-10-12	$1,141.91	$1,141.90
14220	74	631-292-10-13	$1,141.91	$1,141.90
14220	74	631-292-10-14	$1,141.91	$1,141.90
14220	74	631-292-10-15	$1,141.91	$1,141.90
14220	74	631-292-10-16	$1,141.91	$1,141.90
14220	74	631-292-10-17	$1,141.91	$1,141.90
14220	74	631-292-10-18	$1,141.91	$1,141.90
14220	74	631-292-10-19	$1,141.91	$1,141.90
14220	74	631-292-10-20	$1,141.91	$1,141.90
14220	74	631-292-10-21	$1,141.91	$1,141.90
14220	74	631-292-10-22	$1,141.91	$1,141.90
14220	74	631-292-10-23	$1,141.91	$1,141.90
14220	74	631-292-10-24	$1,141.91	$1,141.90
14220	74	631-292-10-25	$1,141.91	$1,141.90
14220	74	631-292-10-26	$1,141.91	$1,141.90
14220	74	631-292-10-27	$1,141.91	$1,141.90
14220	74	631-292-10-28	$1,141.91	$1,141.90
14220	74	631-292-11-01	$1,141.91	$1,141.90
14220	74	631-292-11-02	$1,141.91	$1,141.90
14220	74	631-292-11-03	$1,141.91	$1,141.90
14220	74	631-292-11-04	$1,141.91	$1,141.90
14220	74	631-292-11-05	$1,141.91	$1,141.90
14220	74	631-292-11-06	$1,141.91	$1,141.90
14220	74	631-292-11-07	$1,141.91	$1,141.90
14220	74	631-292-11-08	$1,141.91	$1,141.90
14220	74	631-292-11-09	$1,141.91	$1,141.90
14220	74	631-292-11-10	$1,141.91	$1,141.90
14220	74	631-292-11-11	$1,141.91	$1,141.90
14220	74	631-292-11-12	$1,141.91	$1,141.90
14220	74	631-292-11-13	$1,141.91	$1,141.90
14220	74	631-292-11-14	$1,141.91	$1,141.90
14220	74	631-292-11-15	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-11-16	$1,141.91	$1,141.90
14220	74	631-292-11-17	$1,141.91	$1,141.90
14220	74	631-292-11-18	$1,141.91	$1,141.90
14220	74	631-292-11-19	$1,141.91	$1,141.90
14220	74	631-292-11-20	$1,141.91	$1,141.90
14220	74	631-292-11-21	$1,141.91	$1,141.90
14220	74	631-292-11-22	$1,141.91	$1,141.90
14220	74	631-292-11-23	$1,141.91	$1,141.90
14220	74	631-292-11-24	$1,141.91	$1,141.90
14220	74	631-292-11-25	$1,141.91	$1,141.90
14220	74	631-292-11-26	$1,141.91	$1,141.90
14220	74	631-292-12-01	$1,141.91	$1,141.90
14220	74	631-292-12-02	$1,141.91	$1,141.90
14220	74	631-292-12-03	$1,141.91	$1,141.90
14220	74	631-292-12-04	$1,141.91	$1,141.90
14220	74	631-292-12-05	$1,141.91	$1,141.90
14220	74	631-292-12-06	$1,141.91	$1,141.90
14220	74	631-292-12-07	$1,141.91	$1,141.90
14220	74	631-292-12-08	$1,141.91	$1,141.90
14220	74	631-292-12-09	$1,141.91	$1,141.90
14220	74	631-292-12-10	$1,141.91	$1,141.90
14220	74	631-292-12-11	$1,141.91	$1,141.90
14220	74	631-292-12-12	$1,141.91	$1,141.90
14220	74	631-292-12-13	$1,141.91	$1,141.90
14220	74	631-292-12-14	$1,141.91	$1,141.90
14220	74	631-292-12-15	$1,141.91	$1,141.90
14220	74	631-292-12-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-06	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-13-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-06	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-14-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-15	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-23	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-14-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-06	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-15	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-23	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-15-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-15-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-06	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-15	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-23	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-27	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-28	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-29	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-30	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-31	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-32	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-33	$1,141.91	$1,141.90
19291	PAR 1	631-292-16-34	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-06	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-18-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-15	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-23	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-27	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-28	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-29	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-30	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-31	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-32	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-33	$1,141.91	$1,141.90
19291	PAR 1	631-292-18-34	$1,141.91	$1,141.90
19291	PAR 1	631-29-219-01	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-02	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-03	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-04	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-05	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-06	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-07	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-08	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-09	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-10	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-11	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-12	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-13	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-14	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-15	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-19-16	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-17	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-18	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-19	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-20	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-21	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-22	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-23	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-24	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-25	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-26	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-27	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-28	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-29	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-30	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-31	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-32	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-33	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-34	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-35	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-36	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-37	$1,141.91	$1,141.90
19291	PAR 1	631-292-19-38	$1,141.91	$1,141.90
13730	1	638-300-01-00	$1,116.11	$1,116.10
13730	2	638-300-02-00	$1,116.11	$1,116.10
13730	3	638-300-03-00	$1,116.11	$1,116.10
13730	4	638-300-04-00	$1,116.11	$1,116.10
13730	5	638-300-05-00	$1,116.11	$1,116.10
13730	6	638-300-06-00	$1,116.11	$1,116.10
13730	7	638-300-07-00	$1,116.11	$1,116.10
13730	8	638-300-08-00	$1,116.11	$1,116.10
13730	9	638-300-09-00	$1,116.11	$1,116.10
13730	10	638-300-10-00	$1,116.11	$1,116.10
13730	11	638-300-11-00	$1,116.11	$1,116.10
13730	12	638-300-12-00	$1,116.11	$1,116.10
13730	13	638-300-13-00	$1,116.11	$1,116.10
13730	14	638-300-14-00	$1,116.11	$1,116.10
13730	15	638-300-15-00	$1,116.11	$1,116.10
13730	16	638-300-16-00	$1,116.11	$1,116.10
13730	17	638-300-17-00	$1,116.11	$1,116.10
13730	18	638-300-18-00	$1,116.11	$1,116.10
13730	36	638-300-19-00	$1,116.11	$1,116.10
13730	37	638-300-20-00	$1,116.11	$1,116.10

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	38	638-300-21-00	$1,116.11	$1,116.10
13730	39	638-300-22-00	$1,116.11	$1,116.10
13730	40	638-300-23-00	$1,116.11	$1,116.10
13730	41	638-300-24-00	$1,116.11	$1,116.10
13730	42	638-300-25-00	$1,116.11	$1,116.10
13730	43	638-300-26-00	$1,116.11	$1,116.10
13730	44	638-300-27-00	$1,116.11	$1,116.10
13730	45	638-300-28-00	$1,116.11	$1,116.10
13730	46	638-300-29-00	$1,116.11	$1,116.10
13730	54	638-300-30-00	$0.00	$0.00
13730	C	638-300-31-00	$0.00	$0.00
13730	19	638-301-01-00	$1,116.11	$1,116.10
13730	20	638-301-02-00	$1,116.11	$1,116.10
13730	21	638-301-03-00	$1,116.11	$1,116.10
13730	22	638-301-04-00	$1,116.11	$1,116.10
13730	23	638-301-05-00	$1,116.11	$1,116.10
13730	24	638-301-06-00	$1,116.11	$1,116.10
13730	25	638-301-07-00	$1,116.11	$1,116.10
13730	26	638-301-08-00	$1,116.11	$1,116.10
13730	27	638-301-09-00	$1,116.11	$1,116.10
13730	28	638-301-10-00	$1,116.11	$1,116.10
13730	29	638-301-11-00	$1,116.11	$1,116.10
13730	30	638-301-12-00	$1,117.62	$1,117.62
13730	31	638-301-13-00	$1,117.62	$1,117.62
13730	32	638-301-14-00	$1,117.62	$1,117.62
13730	33	638-301-15-00	$1,117.62	$1,117.62
13730	34	638-301-16-00	$1,117.62	$1,117.62
13730	35	638-301-17-00	$1,117.62	$1,117.62
13730	47	638-301-18-00	$1,116.11	$1,116.10
13730	48	638-301-19-00	$1,116.11	$1,116.10
13730	49	638-301-20-00	$1,116.11	$1,116.10
13730	50	638-301-21-00	$1,116.11	$1,116.10
13730	51	638-301-22-00	$1,118.74	$1,118.74
13730	52	638-301-23-00	$1,117.62	$1,117.62
13730	53	638-301-24-00	$1,117.62	$1,117.62
13730	A	638-301-25-00	$0.00	$0.00
13730	B	638-301-26-00	$0.00	$0.00
13730	D	638-301-27-00	$0.00	$0.00
13730	E	638-301-28-00	$0.00	$0.00
13730	F	638-301-29-00	$0.00	$0.00
14277	1	638-310-01-00	$1,118.74	$1,118.74
14277	2	638-310-02-00	$1,118.74	$1,118.74
14277	3	638-310-03-00	$1,118.74	$1,118.74

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14277	4	638-310-04-00	$1,118.74	$1,118.74
14277	5	638-310-05-00	$1,118.74	$1,118.74
14277	6	638-310-06-00	$1,118.74	$1,118.74
14277	7	638-310-07-00	$1,118.74	$1,118.74
14277	8	638-310-08-00	$1,118.74	$1,118.74
14277	9	638-310-09-00	$1,118.74	$1,118.74
14277	10	638-310-10-00	$1,118.74	$1,118.74
14277	11	638-310-11-00	$1,118.74	$1,118.74
14277	12	638-310-12-00	$1,118.74	$1,118.74
14277	13	638-310-13-00	$1,118.74	$1,118.74
14277	14	638-310-14-00	$1,118.74	$1,118.74
14277	15	638-310-15-00	$1,118.74	$1,118.74
14277	16	638-310-16-00	$1,118.74	$1,118.74
14277	17	638-310-17-00	$1,118.74	$1,118.74
14277	18	638-310-18-00	$1,118.74	$1,118.74
14277	19	638-310-19-00	$1,118.74	$1,118.74
14277	20	638-310-20-00	$1,118.74	$1,118.74
14277	23	638-310-23-00	$1,118.74	$1,118.74
14277	24	638-310-24-00	$1,118.74	$1,118.74
14277	25	638-310-25-00	$1,118.74	$1,118.74
14277	26	638-310-26-00	$1,118.74	$1,118.74
14277	27	638-310-27-00	$1,118.74	$1,118.74
14277	28	638-310-28-00	$1,118.74	$1,118.74
14277	29	638-310-29-00	$1,118.74	$1,118.74
14277	30	638-310-30-00	$1,118.74	$1,118.74
14277	31	638-310-31-00	$1,118.74	$1,118.74
14277	32	638-310-32-00	$1,118.74	$1,118.74
14277	33	638-310-33-00	$1,118.74	$1,118.74
14277	34	638-310-34-00	$1,118.74	$1,118.74
14277	35	638-310-35-00	$1,118.74	$1,118.74
14277	36	638-310-36-00	$1,118.74	$1,118.74
14277	37	638-310-37-00	$1,118.74	$1,118.74
14277	38	638-310-38-00	$1,118.74	$1,118.74
14277	39	638-310-39-00	$1,215.22	$1,215.20
14277	40	638-310-40-00	$1,118.74	$1,118.74
14277	41	638-310-41-00	$1,118.74	$1,118.74
14277	42	638-310-42-00	$1,118.74	$1,118.74
14277	43	638-310-43-00	$1,118.74	$1,118.74
14277	A	638-310-44-00	$0.00	$0.00
14277	PAR 1	638-310-45-00	$1,118.74	$1,118.74
14277	PAR 2	638-310-46-00	$1,118.74	$1,118.74
14460	1	638-320-01-00	$1,118.74	$1,118.74
14460	2	638-320-02-00	$1,118.74	$1,118.74

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	3	638-320-03-00	$1,118.74	$1,118.74
14460	4	638-320-04-00	$1,118.74	$1,118.74
14460	5	638-320-05-00	$1,118.74	$1,118.74
14460	6	638-320-06-00	$1,118.74	$1,118.74
14460	7	638-320-07-00	$1,118.74	$1,118.74
14460	8	638-320-08-00	$1,118.74	$1,118.74
14460	9	638-320-09-00	$1,118.74	$1,118.74
14460	10	638-320-10-00	$1,118.74	$1,118.74
14460	11	638-320-11-00	$1,118.74	$1,118.74
14460	12	638-320-12-00	$1,118.74	$1,118.74
14460	13	638-320-13-00	$1,118.74	$1,118.74
14460	14	638-320-14-00	$1,118.74	$1,118.74
14460	15	638-320-15-00	$1,141.91	$1,141.90
14460	16	638-320-16-00	$1,141.91	$1,141.90
14460	17	638-320-17-00	$1,141.91	$1,141.90
14460	18	638-320-18-00	$1,141.91	$1,141.90
14460	19	638-320-19-00	$1,141.91	$1,141.90
14460	20	638-320-20-00	$1,141.91	$1,141.90
14460	21	638-320-21-00	$1,141.91	$1,141.90
14460	22	638-320-22-00	$1,141.91	$1,141.90
14460	23	638-320-23-00	$1,141.91	$1,141.90
14460	24	638-320-24-00	$1,141.91	$1,141.90
14460	25	638-320-25-00	$1,141.91	$1,141.90
14460	26	638-320-26-00	$1,141.91	$1,141.90
14460	27	638-320-27-00	$1,141.91	$1,141.90
14460	28	638-320-28-00	$1,141.91	$1,141.90
14460	29	638-320-29-00	$1,141.91	$1,141.90
14460	30	638-320-30-00	$1,141.91	$1,141.90
14460	31	638-320-31-00	$1,141.91	$1,141.90
14460	82	638-320-32-00	$1,141.91	$1,141.90
14460	83	638-320-33-00	$1,141.91	$1,141.90
14460	84	638-320-34-00	$1,141.91	$1,141.90
14460	85	638-320-35-00	$1,141.91	$1,141.90
14460	86	638-320-36-00	$1,141.91	$1,141.90
14460	87	638-320-37-00	$1,141.91	$1,141.90
14460	88	638-320-38-00	$1,141.91	$1,141.90
14460	A	638-320-39-00	$0.00	$0.00
14460	B	638-320-40-00	$0.00	$0.00
14460	C	638-320-41-00	$0.00	$0.00
14460	32	638-321-01-00	$1,141.91	$1,141.90
14460	33	638-321-02-00	$1,141.91	$1,141.90
14460	34	638-321-03-00	$1,141.91	$1,141.90
14460	35	638-321-04-00	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	36	638-321-05-00	$1,141.91	$1,141.90
14460	37	638-321-06-00	$1,141.91	$1,141.90
14460	38	638-321-07-00	$1,141.91	$1,141.90
14460	39	638-321-08-00	$1,141.91	$1,141.90
14460	40	638-321-09-00	$1,141.91	$1,141.90
14460	41	638-321-10-00	$1,141.91	$1,141.90
14460	42	638-321-11-00	$1,141.91	$1,141.90
14460	43	638-321-12-00	$1,141.91	$1,141.90
14460	44	638-321-13-00	$1,141.91	$1,141.90
14460	45	638-321-14-00	$1,141.91	$1,141.90
14460	46	638-321-15-00	$1,141.91	$1,141.90
14460	47	638-321-16-00	$1,141.91	$1,141.90
14460	48	638-321-17-00	$1,141.91	$1,141.90
14460	49	638-321-18-00	$1,141.91	$1,141.90
14460	50	638-321-19-00	$1,141.91	$1,141.90
14460	51	638-321-20-00	$1,141.91	$1,141.90
14460	52	638-321-21-00	$1,141.91	$1,141.90
14460	53	638-321-22-00	$1,141.91	$1,141.90
14460	54	638-321-23-00	$1,141.91	$1,141.90
14460	55	638-321-24-00	$1,141.91	$1,141.90
14460	56	638-321-25-00	$1,141.91	$1,141.90
14460	57	638-321-26-00	$1,141.91	$1,141.90
14460	58	638-321-27-00	$1,141.91	$1,141.90
14460	59	638-321-28-00	$1,141.91	$1,141.90
14460	60	638-321-29-00	$1,141.91	$1,141.90
14460	61	638-321-30-00	$1,141.91	$1,141.90
14460	62	638-321-31-00	$1,141.91	$1,141.90
14460	63	638-321-32-00	$1,141.91	$1,141.90
14460	64	638-321-33-00	$1,141.91	$1,141.90
14460	65	638-321-34-00	$1,141.91	$1,141.90
14460	66	638-321-35-00	$1,141.91	$1,141.90
14460	67	638-321-36-00	$1,141.91	$1,141.90
14460	68	638-321-37-00	$1,141.91	$1,141.90
14460	69	638-321-38-00	$1,141.91	$1,141.90
14460	70	638-321-39-00	$1,141.91	$1,141.90
14460	71	638-321-40-00	$1,141.91	$1,141.90
14460	72	638-321-41-00	$1,141.91	$1,141.90
14460	73	638-321-42-00	$1,141.91	$1,141.90
14460	74	638-321-43-00	$1,141.91	$1,141.90
14460	75	638-321-44-00	$1,141.91	$1,141.90
14460	76	638-321-45-00	$1,141.91	$1,141.90
14460	77	638-321-46-00	$1,141.91	$1,141.90
14460	78	638-321-47-00	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	79	638-321-48-00	$1,141.91	$1,141.90
14460	80	638-321-49-00	$1,141.91	$1,141.90
14460	81	638-321-50-00	$1,141.91	$1,141.90
14460	D	638-321-51-00	$0.00	$0.00
14460	E	638-321-52-00	$0.00	$0.00
14775	A	645-042-01-00	$0.00	$0.00
14775	L	645-042-02-00	$0.00	$0.00
14775	M	645-042-03-00	$0.00	$0.00
14775	O	645-042-04-00	$0.00	$0.00
14775	P	645-042-05-00	$0.00	$0.00
14775	V	645-042-07-00	$0.00	$0.00
14775	X	645-042-08-00	$0.00	$0.00
14775	Y	645-042-09-00	$0.00	$0.00
14775	Z	645-042-10-00	$0.00	$0.00
14519	1	645-320-01-00	$1,215.22	$1,215.20
14519	2	645-320-02-00	$1,215.22	$1,215.20
14519	3	645-320-03-00	$1,215.22	$1,215.20
14519	4	645-320-04-00	$1,215.22	$1,215.20
14519	5	645-320-05-00	$1,215.22	$1,215.20
14519	6	645-320-06-00	$1,215.22	$1,215.20
14519	7	645-320-07-00	$1,215.22	$1,215.20
14519	8	645-320-08-00	$1,215.22	$1,215.20
14519	9	645-320-09-00	$1,215.22	$1,215.20
14519	10	645-320-10-00	$1,215.22	$1,215.20
14519	11	645-320-11-00	$1,215.22	$1,215.20
14519	12	645-320-12-00	$1,215.22	$1,215.20
14519	13	645-320-13-00	$1,215.22	$1,215.20
14519	14	645-320-14-00	$1,215.22	$1,215.20
14519	15	645-320-15-00	$1,215.22	$1,215.20
14519	16	645-320-16-00	$1,215.22	$1,215.20
14519	17	645-320-17-00	$1,215.22	$1,215.20
14519	18	645-320-18-00	$1,215.22	$1,215.20
14519	19	645-320-19-00	$1,215.22	$1,215.20
14519	20	645-320-20-00	$1,215.22	$1,215.20
14519	21	645-320-21-00	$1,215.22	$1,215.20
14519	22	645-320-22-00	$1,215.22	$1,215.20
14519	23	645-320-23-00	$1,215.22	$1,215.20
14519	24	645-320-24-00	$1,215.22	$1,215.20
14519	25	645-320-25-00	$1,215.22	$1,215.20
14519	26	645-320-26-00	$1,215.22	$1,215.20
14519	27	645-320-27-00	$1,141.91	$1,141.90
14519	28	645-320-28-00	$1,141.91	$1,141.90
14519	29	645-320-29-00	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	30	645-320-30-00	$1,141.91	$1,141.90
14519	31	645-320-31-00	$1,141.91	$1,141.90
14519	32	645-320-32-00	$1,141.91	$1,141.90
14519	33	645-320-33-00	$1,141.91	$1,141.90
14519	34	645-320-34-00	$1,141.91	$1,141.90
14519	35	645-320-35-00	$1,141.91	$1,141.90
14519	36	645-320-36-00	$1,141.91	$1,141.90
14519	37	645-320-37-00	$1,141.91	$1,141.90
14519	38	645-320-38-00	$1,141.91	$1,141.90
14519	39	645-320-39-00	$1,141.91	$1,141.90
14519	40	645-320-40-00	$1,141.91	$1,141.90
14519	41	645-320-41-00	$1,141.91	$1,141.90
14519	42	645-320-42-00	$1,141.91	$1,141.90
14519	43	645-320-43-00	$1,141.91	$1,141.90
14519	44	645-320-44-00	$1,141.91	$1,141.90
14519	45	645-320-45-00	$1,141.91	$1,141.90
14519	46	645-320-46-00	$1,141.91	$1,141.90
14519	47	645-320-47-00	$1,141.91	$1,141.90
14519	48	645-320-48-00	$1,141.91	$1,141.90
14519	49	645-320-49-00	$1,141.91	$1,141.90
14519	50	645-320-50-00	$1,141.91	$1,141.90
14519	51	645-320-51-00	$1,141.91	$1,141.90
14519	52	645-320-52-00	$1,141.91	$1,141.90
14519	53	645-320-53-00	$1,141.91	$1,141.90
14519	54	645-320-54-00	$1,141.91	$1,141.90
14519	55	645-320-55-00	$1,141.91	$1,141.90
14519	56	645-320-56-00	$1,141.91	$1,141.90
14519	57	645-320-57-00	$1,141.91	$1,141.90
14519	58	645-320-58-00	$1,141.91	$1,141.90
14519	59	645-320-59-00	$1,141.91	$1,141.90
14519	60	645-320-60-00	$1,141.91	$1,141.90
14519	61	645-320-61-00	$1,141.91	$1,141.90
14519	62	645-320-62-00	$1,215.22	$1,215.20
14519	63	645-320-63-00	$1,215.22	$1,215.20
14519	64	645-320-64-00	$1,215.22	$1,215.20
14519	65	645-320-65-00	$1,215.22	$1,215.20
14519	66	645-320-66-00	$1,215.22	$1,215.20
14519	67	645-320-67-00	$1,215.22	$1,215.20
14519	68	645-320-68-00	$1,215.22	$1,215.20
14519	69	645-320-69-00	$1,215.22	$1,215.20
14519	70	645-320-70-00	$1,215.22	$1,215.20
14519	A	645-320-71-00	$0.00	$0.00
14519	B	645-320-72-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	C	645-320-73-00	$0.00	$0.00
14671	1	645-330-01-00	$1,215.22	$1,215.20
14671	2	645-330-02-00	$1,141.91	$1,141.90
14671	3	645-330-03-00	$1,141.91	$1,141.90
14671	4	645-330-04-00	$1,141.91	$1,141.90
14671	5	645-330-05-00	$1,141.91	$1,141.90
14671	6	645-330-06-00	$1,141.91	$1,141.90
14671	7	645-330-07-00	$1,141.91	$1,141.90
14671	8	645-330-08-00	$1,141.91	$1,141.90
14671	9	645-330-09-00	$1,141.91	$1,141.90
14671	10	645-330-10-00	$1,141.91	$1,141.90
14671	11	645-330-11-00	$1,141.91	$1,141.90
14671	12	645-330-12-00	$1,141.91	$1,141.90
14671	13	645-330-13-00	$1,141.91	$1,141.90
14671	14	645-330-14-00	$1,141.91	$1,141.90
14671	15	645-330-15-00	$1,141.91	$1,141.90
14671	16	645-330-16-00	$1,141.91	$1,141.90
14671	17	645-330-17-00	$1,141.91	$1,141.90
14671	18	645-330-18-00	$1,141.91	$1,141.90
14671	19	645-330-19-00	$1,141.91	$1,141.90
14671	20	645-330-20-00	$1,141.91	$1,141.90
14671	21	645-330-21-00	$1,141.91	$1,141.90
14671	22	645-330-22-00	$1,141.91	$1,141.90
14671	23	645-330-23-00	$1,141.91	$1,141.90
14671	24	645-330-24-00	$1,141.91	$1,141.90
14671	25	645-330-25-00	$1,141.91	$1,141.90
14671	26	645-330-26-00	$1,141.91	$1,141.90
14671	27	645-330-27-00	$1,141.91	$1,141.90
14671	28	645-330-28-00	$1,141.91	$1,141.90
14671	29	645-330-29-00	$1,141.91	$1,141.90
14671	30	645-330-30-00	$1,141.91	$1,141.90
14671	31	645-330-31-00	$1,141.91	$1,141.90
14671	32	645-330-32-00	$1,141.91	$1,141.90
14671	33	645-330-33-00	$1,141.91	$1,141.90
14671	34	645-330-34-00	$1,141.91	$1,141.90
14671	35	645-330-35-00	$1,141.91	$1,141.90
14671	36	645-330-36-00	$1,141.91	$1,141.90
14671	37	645-330-37-00	$1,141.91	$1,141.90
14671	38	645-330-38-00	$1,141.91	$1,141.90
14671	39	645-330-39-00	$1,141.91	$1,141.90
14671	40	645-330-40-00	$1,141.91	$1,141.90
14671	41	645-330-41-00	$1,141.91	$1,141.90
14671	42	645-330-42-00	$1,141.91	$1,141.90

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14671	43	645-330-43-00	$1,141.91	$1,141.90
14671	44	645-330-44-00	$1,141.91	$1,141.90
14671	45	645-330-45-00	$1,141.91	$1,141.90
14671	46	645-330-46-00	$1,141.91	$1,141.90
14671	47	645-330-47-00	$1,141.91	$1,141.90
14671	48	645-330-48-00	$1,141.91	$1,141.90
14671	49	645-330-49-00	$1,141.91	$1,141.90
14671	50	645-330-50-00	$1,141.91	$1,141.90
14671	51	645-330-51-00	$1,141.91	$1,141.90
14671	52	645-330-52-00	$1,141.91	$1,141.90
14671	53	645-330-53-00	$1,141.91	$1,141.90
14671	54	645-330-54-00	$1,141.91	$1,141.90
14671	55	645-330-55-00	$1,141.91	$1,141.90
14671	56	645-330-56-00	$1,141.91	$1,141.90
14671	57	645-330-57-00	$1,141.91	$1,141.90
14671	58	645-330-58-00	$1,141.91	$1,141.90
14671	59	645-330-59-00	$1,141.91	$1,141.90
14671	A	645-330-60-00	$0.00	$0.00
14755	1	645-350-01-00	$1,215.22	$1,215.20
14755	2	645-350-02-00	$1,215.22	$1,215.20
14755	3	645-350-03-00	$1,215.22	$1,215.20
14755	4	645-350-04-00	$1,215.22	$1,215.20
14755	5	645-350-05-00	$1,215.22	$1,215.20
14755	6	645-350-06-00	$1,215.22	$1,215.20
14755	7	645-350-07-00	$1,215.22	$1,215.20
14755	8	645-350-08-00	$1,215.22	$1,215.20
14755	9	645-350-09-00	$1,215.22	$1,215.20
14755	10	645-350-10-00	$1,215.22	$1,215.20
14755	11	645-350-11-00	$1,215.22	$1,215.20
14755	12	645-350-12-00	$1,215.22	$1,215.20
14755	13	645-350-13-00	$1,215.22	$1,215.20
14755	14	645-350-14-00	$1,215.22	$1,215.20
14755	15	645-350-15-00	$1,215.22	$1,215.20
14755	16	645-350-16-00	$1,215.22	$1,215.20
14755	17	645-350-17-00	$1,215.22	$1,215.20
14755	18	645-350-18-00	$1,215.22	$1,215.20
14755	19	645-350-19-00	$1,215.22	$1,215.20
14755	20	645-350-20-00	$1,215.22	$1,215.20
14755	21	645-350-21-00	$1,215.22	$1,215.20
14755	22	645-350-22-00	$1,215.22	$1,215.20
14755	23	645-350-23-00	$1,215.22	$1,215.20
14755	24	645-350-24-00	$1,215.22	$1,215.20
14755	25	645-350-25-00	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	26	645-350-26-00	$1,215.22	$1,215.20
14755	27	645-350-27-00	$1,215.22	$1,215.20
14755	28	645-350-28-00	$1,215.22	$1,215.20
14755	29	645-350-29-00	$1,215.22	$1,215.20
14755	30	645-350-30-00	$1,215.22	$1,215.20
14755	31	645-350-31-00	$1,215.22	$1,215.20
14755	32	645-350-32-00	$1,215.22	$1,215.20
14755	33	645-350-33-00	$1,215.22	$1,215.20
14755	34	645-350-34-00	$1,215.22	$1,215.20
14755	35	645-350-35-00	$1,215.22	$1,215.20
14755	36	645-350-36-00	$1,215.22	$1,215.20
14755	37	645-350-37-00	$1,215.22	$1,215.20
14755	38	645-350-38-00	$1,215.22	$1,215.20
14755	39	645-350-39-00	$1,215.22	$1,215.20
14755	40	645-350-40-00	$1,215.22	$1,215.20
14755	41	645-350-41-00	$1,215.22	$1,215.20
14755	42	645-350-42-00	$1,215.22	$1,215.20
14755	43	645-350-43-00	$1,215.22	$1,215.20
14755	44	645-350-44-00	$1,215.22	$1,215.20
14755	45	645-350-45-00	$1,215.22	$1,215.20
14755	46	645-350-46-00	$1,215.22	$1,215.20
14755	47	645-350-47-00	$1,215.22	$1,215.20
14755	48	645-350-48-00	$1,215.22	$1,215.20
14755	49	645-350-49-00	$1,215.22	$1,215.20
14755	50	645-350-50-00	$1,215.22	$1,215.20
14755	51	645-350-51-00	$1,215.22	$1,215.20
14755	52	645-350-52-00	$1,215.22	$1,215.20
14755	53	645-350-53-00	$1,215.22	$1,215.20
14755	54	645-350-54-00	$1,215.22	$1,215.20
14755	55	645-350-55-00	$1,215.22	$1,215.20
14755	56	645-350-56-00	$1,215.22	$1,215.20
14755	57	645-350-57-00	$1,215.22	$1,215.20
14755	58	645-350-58-00	$1,215.22	$1,215.20
14755	59	645-350-59-00	$1,215.22	$1,215.20
14755	60	645-350-60-00	$1,215.22	$1,215.20
14755	61	645-350-61-00	$1,215.22	$1,215.20
14755	62	645-350-62-00	$1,215.22	$1,215.20
14755	63	645-350-63-00	$1,215.22	$1,215.20
14755	64	645-350-64-00	$1,215.22	$1,215.20
14755	B	645-350-65-00	$0.00	$0.00
14755	C	645-350-66-00	$0.00	$0.00
14755	D	645-350-67-00	$0.00	$0.00
14755	E	645-350-68-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	65	645-351-01-00	$1,215.22	$1,215.20
14755	66	645-351-02-00	$1,215.22	$1,215.20
14755	67	645-351-03-00	$1,215.22	$1,215.20
14755	68	645-351-04-00	$1,215.22	$1,215.20
14755	69	645-351-05-00	$1,215.22	$1,215.20
14755	70	645-351-06-00	$1,215.22	$1,215.20
14755	71	645-351-07-00	$1,215.22	$1,215.20
14755	72	645-351-08-00	$1,215.22	$1,215.20
14755	73	645-351-09-00	$1,215.22	$1,215.20
14755	74	645-351-10-00	$1,215.22	$1,215.20
14755	75	645-351-11-00	$1,215.22	$1,215.20
14755	76	645-351-12-00	$1,215.22	$1,215.20
14755	77	645-351-13-00	$1,215.22	$1,215.20
14755	78	645-351-14-00	$1,215.22	$1,215.20
14755	79	645-351-15-00	$1,215.22	$1,215.20
14755	80	645-351-16-00	$1,215.22	$1,215.20
14755	81	645-351-17-00	$1,215.22	$1,215.20
14755	82	645-351-18-00	$1,215.22	$1,215.20
14755	83	645-351-19-00	$1,215.22	$1,215.20
14755	84	645-351-20-00	$1,215.22	$1,215.20
14755	85	645-351-21-00	$1,215.22	$1,215.20
14755	86	645-351-22-00	$1,215.22	$1,215.20
14755	123	645-351-23-00	$1,215.22	$1,215.20
14755	124	645-351-24-00	$1,215.22	$1,215.20
14755	125	645-351-25-00	$1,215.22	$1,215.20
14755	126	645-351-26-00	$1,215.22	$1,215.20
14755	127	645-351-27-00	$1,215.22	$1,215.20
14755	128	645-351-28-00	$1,215.22	$1,215.20
14755	129	645-351-29-00	$1,215.22	$1,215.20
14755	F	645-351-30-00	$0.00	$0.00
14755	G	645-351-31-00	$0.00	$0.00
14755	H	645-351-32-00	$0.00	$0.00
14755	I	645-351-33-00	$0.00	$0.00
14755	J	645-351-34-00	$0.00	$0.00
14755	Q	645-351-35-00	$0.00	$0.00
14755	R	645-351-36-00	$0.00	$0.00
14755	S	645-351-37-00	$0.00	$0.00
14755	W	645-351-38-00	$0.00	$0.00
14755	87	645-352-01-00	$1,215.22	$1,215.20
14755	88	645-352-02-00	$1,215.22	$1,215.20
14755	89	645-352-03-00	$1,215.22	$1,215.20
14755	90	645-352-04-00	$1,215.22	$1,215.20
14755	91	645-352-05-00	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	92	645-352-06-00	$1,215.22	$1,215.20
14755	93	645-352-07-00	$1,215.22	$1,215.20
14755	94	645-352-08-00	$1,215.22	$1,215.20
14755	95	645-352-09-00	$1,215.22	$1,215.20
14755	96	645-352-10-00	$1,215.22	$1,215.20
14755	97	645-352-11-00	$1,215.22	$1,215.20
14755	98	645-352-12-00	$1,215.22	$1,215.20
14755	99	645-352-13-00	$1,215.22	$1,215.20
14755	100	645-352-14-00	$1,215.22	$1,215.20
14755	101	645-352-15-00	$1,215.22	$1,215.20
14755	102	645-352-16-00	$1,215.22	$1,215.20
14755	103	645-352-17-00	$1,215.22	$1,215.20
14755	104	645-352-18-00	$1,215.22	$1,215.20
14755	105	645-352-19-00	$1,215.22	$1,215.20
14755	106	645-352-20-00	$1,215.22	$1,215.20
14755	107	645-352-21-00	$1,215.22	$1,215.20
14755	108	645-352-22-00	$1,215.22	$1,215.20
14755	109	645-352-23-00	$1,215.22	$1,215.20
14755	110	645-352-24-00	$1,215.22	$1,215.20
14755	111	645-352-25-00	$1,215.22	$1,215.20
14755	112	645-352-26-00	$1,215.22	$1,215.20
14755	113	645-352-27-00	$1,215.22	$1,215.20
14755	114	645-352-28-00	$1,215.22	$1,215.20
14755	115	645-352-29-00	$1,215.22	$1,215.20
14755	116	645-352-30-00	$1,215.22	$1,215.20
14755	117	645-352-31-00	$1,215.22	$1,215.20
14755	118	645-352-32-00	$1,215.22	$1,215.20
14755	119	645-352-33-00	$1,215.22	$1,215.20
14755	120	645-352-34-00	$1,215.22	$1,215.20
14755	121	645-352-35-00	$1,215.22	$1,215.20
14755	122	645-352-36-00	$1,215.22	$1,215.20
14755	130	645-352-37-00	$1,215.22	$1,215.20
14755	131	645-352-38-00	$1,215.22	$1,215.20
14755	132	645-352-39-00	$1,215.22	$1,215.20
14755	133	645-352-40-00	$1,215.22	$1,215.20
14755	134	645-352-41-00	$1,215.22	$1,215.20
14755	135	645-352-42-00	$1,215.22	$1,215.20
14755	136	645-352-43-00	$1,215.22	$1,215.20
14755	137	645-352-44-00	$1,215.22	$1,215.20
14755	138	645-352-45-00	$1,215.22	$1,215.20
14755	139	645-352-46-00	$1,215.22	$1,215.20
14755	140	645-352-47-00	$1,215.22	$1,215.20
14755	141	645-352-48-00	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	142	645-352-49-00	$1,215.22	$1,215.20
14755	143	645-352-50-00	$1,215.22	$1,215.20
14755	144	645-352-51-00	$1,215.22	$1,215.20
14755	145	645-352-52-00	$1,215.22	$1,215.20
14755	146	645-352-53-00	$1,215.22	$1,215.20
14755	147	645-352-54-00	$0.00	$0.00
14755	K	645-352-55-00	$0.00	$0.00
14755	N	645-352-56-00	$0.00	$0.00
14755	T	645-352-57-00	$0.00	$0.00
14843	A	645-360-02-00	$0.00	$0.00
18483	E	645-360-03-00	$0.00	$0.00
14843	1	645-360-04-01	$1,215.22	$1,215.20
14843	1	645-360-04-02	$1,215.22	$1,215.20
14843	1	645-360-04-03	$1,215.22	$1,215.20
14843	1	645-360-04-04	$1,215.22	$1,215.20
14843	1	645-360-04-05	$1,215.22	$1,215.20
14843	1	645-360-04-06	$1,215.22	$1,215.20
14843	1	645-360-04-07	$1,215.22	$1,215.20
14843	1	645-360-04-08	$1,215.22	$1,215.20
14843	1	645-360-04-09	$1,215.22	$1,215.20
14843	1	645-360-04-10	$1,215.22	$1,215.20
14843	1	645-360-05-01	$1,215.22	$1,215.20
14843	1	645-360-05-02	$1,215.22	$1,215.20
14843	1	645-360-05-03	$1,215.22	$1,215.20
14843	1	645-360-05-04	$1,215.22	$1,215.20
14843	1	645-360-05-05	$1,215.22	$1,215.20
14843	1	645-360-05-06	$1,215.22	$1,215.20
14843	1	645-360-05-07	$1,215.22	$1,215.20
14843	1	645-360-05-08	$1,215.22	$1,215.20
14843	1	645-360-05-09	$1,215.22	$1,215.20
14843	1	645-360-05-10	$1,215.22	$1,215.20
14843	1	645-360-05-11	$1,215.22	$1,215.20
14843	1	645-360-05-12	$1,215.22	$1,215.20
14843	1	645-360-05-13	$1,215.22	$1,215.20
14843	1	645-360-05-14	$1,215.22	$1,215.20
14843	1	645-360-05-15	$1,215.22	$1,215.20
14843	1	645-360-05-16	$1,215.22	$1,215.20
14843	1	645-360-05-17	$1,215.22	$1,215.20
14843	1	645-360-05-18	$1,215.22	$1,215.20
14843	1	645-360-05-19	$1,215.22	$1,215.20
14843	1	645-360-05-20	$1,215.22	$1,215.20
14843	1	645-360-05-21	$1,215.22	$1,215.20
14843	1	645-360-05-22	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-05-23	$1,215.22	$1,215.20
14843	1	645-360-05-24	$1,215.22	$1,215.20
14843	1	645-360-05-25	$1,215.22	$1,215.20
14843	1	645-360-06-01	$1,215.22	$1,215.20
14843	1	645-360-06-02	$1,215.22	$1,215.20
14843	1	645-360-06-03	$1,215.22	$1,215.20
14843	1	645-360-06-04	$1,215.22	$1,215.20
14843	1	645-360-06-05	$1,215.22	$1,215.20
14843	1	645-360-06-06	$1,215.22	$1,215.20
14843	1	645-360-06-07	$1,215.22	$1,215.20
14843	1	645-360-06-08	$1,215.22	$1,215.20
14843	1	645-360-06-09	$1,215.22	$1,215.20
14843	1	645-360-06-10	$1,215.22	$1,215.20
14843	1	645-360-06-11	$1,215.22	$1,215.20
14843	1	645-360-06-12	$1,215.22	$1,215.20
14843	1	645-360-06-13	$1,215.22	$1,215.20
14843	1	645-360-06-14	$1,215.22	$1,215.20
14843	1	645-360-06-15	$1,215.22	$1,215.20
14843	1	645-360-07-01	$1,215.22	$1,215.20
14843	1	645-360-07-02	$1,215.22	$1,215.20
14843	1	645-360-07-03	$1,215.22	$1,215.20
14843	1	645-360-07-04	$1,215.22	$1,215.20
14843	1	645-360-07-05	$1,215.22	$1,215.20
14843	1	645-360-07-06	$1,215.22	$1,215.20
14843	1	645-360-07-07	$1,215.22	$1,215.20
14843	1	645-360-07-08	$1,215.22	$1,215.20
14843	1	645-360-07-09	$1,215.22	$1,215.20
14843	1	645-360-07-10	$1,215.22	$1,215.20
14843	NA	645-360-08-00	$0.00	$0.00
14843	B	645-361-02-00	$0.00	$0.00
14843	C	645-361-03-00	$0.00	$0.00
14843	D	645-361-04-00	$0.00	$0.00
14843	1	645-361-05-01	$1,215.22	$1,215.20
14843	1	645-361-05-02	$1,215.22	$1,215.20
14843	1	645-361-05-03	$1,215.22	$1,215.20
14843	1	645-361-05-04	$1,215.22	$1,215.20
14843	1	645-361-05-05	$1,215.22	$1,215.20
14843	1	645-361-05-06	$1,215.22	$1,215.20
14843	1	645-361-05-07	$1,215.22	$1,215.20
14843	1	645-361-05-08	$1,215.22	$1,215.20
14843	1	645-361-05-09	$1,215.22	$1,215.20
14843	1	645-361-05-10	$1,215.22	$1,215.20
14843	1	645-361-05-11	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-05-12	$1,215.22	$1,215.20
14843	1	645-361-05-13	$1,215.22	$1,215.20
14843	1	645-361-05-14	$1,215.22	$1,215.20
14843	1	645-361-05-15	$1,215.22	$1,215.20
14843	1	645-361-05-16	$1,215.22	$1,215.20
14843	1	645-361-05-17	$1,215.22	$1,215.20
14843	1	645-361-05-18	$1,215.22	$1,215.20
14843	1	645-361-05-19	$1,215.22	$1,215.20
14843	1	645-361-05-20	$1,215.22	$1,215.20
14843	1	645-361-05-21	$1,215.22	$1,215.20
14843	1	645-361-05-22	$1,215.22	$1,215.20
14843	1	645-361-05-23	$1,215.22	$1,215.20
14843	1	645-361-05-24	$1,215.22	$1,215.20
14843	1	645-361-05-25	$1,215.22	$1,215.20
14843	1	645-361-05-26	$1,215.22	$1,215.20
14843	1	645-361-05-27	$1,215.22	$1,215.20
14843	1	645-361-05-28	$1,215.22	$1,215.20
14843	1	645-361-05-29	$1,215.22	$1,215.20
14843	1	645-361-05-30	$1,215.22	$1,215.20
14843	1	645-361-06-01	$1,215.22	$1,215.20
14843	1	645-361-06-02	$1,215.22	$1,215.20
14843	1	645-361-06-03	$1,215.22	$1,215.20
14843	1	645-361-06-04	$1,215.22	$1,215.20
14843	1	645-361-06-05	$1,215.22	$1,215.20
14843	1	645-361-06-06	$1,215.22	$1,215.20
14843	1	645-361-06-07	$1,215.22	$1,215.20
14843	1	645-361-06-08	$1,215.22	$1,215.20
14843	1	645-361-06-09	$1,215.22	$1,215.20
14843	1	645-361-06-10	$1,215.22	$1,215.20
14843	1	645-361-06-11	$1,215.22	$1,215.20
14843	1	645-361-06-12	$1,215.22	$1,215.20
14843	1	645-361-06-13	$1,215.22	$1,215.20
14843	1	645-361-06-14	$1,215.22	$1,215.20
14843	1	645-361-06-15	$1,215.22	$1,215.20
14843	1	645-361-06-16	$1,215.22	$1,215.20
14843	1	645-361-06-17	$1,215.22	$1,215.20
14843	1	645-361-06-18	$1,215.22	$1,215.20
14843	1	645-361-06-19	$1,215.22	$1,215.20
14843	1	645-361-06-20	$1,215.22	$1,215.20
14843	1	645-361-07-01	$1,215.22	$1,215.20
14843	1	645-361-07-02	$1,215.22	$1,215.20
14843	1	645-361-07-03	$1,215.22	$1,215.20
14843	1	645-361-07-04	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-07-05	$1,215.22	$1,215.20
14843	1	645-361-07-06	$1,215.22	$1,215.20
14843	1	645-361-07-07	$1,215.22	$1,215.20
14843	1	645-361-07-08	$1,215.22	$1,215.20
14843	1	645-361-07-09	$1,215.22	$1,215.20
14843	1	645-361-07-10	$1,215.22	$1,215.20
14843	1	645-361-07-11	$1,215.22	$1,215.20
14843	1	645-361-07-12	$1,215.22	$1,215.20
14843	1	645-361-07-13	$1,215.22	$1,215.20
14843	1	645-361-07-14	$1,215.22	$1,215.20
14843	1	645-361-07-15	$1,215.22	$1,215.20
14843	1	645-361-07-16	$1,215.22	$1,215.20
14843	1	645-361-07-17	$1,215.22	$1,215.20
14843	1	645-361-07-18	$1,215.22	$1,215.20
14843	1	645-361-07-19	$1,215.22	$1,215.20
14843	1	645-361-07-20	$1,215.22	$1,215.20
14843	1	645-361-07-21	$1,215.22	$1,215.20
14843	1	645-361-07-22	$1,215.22	$1,215.20
14843	1	645-361-07-23	$1,215.22	$1,215.20
14843	1	645-361-07-24	$1,215.22	$1,215.20
14843	1	645-361-07-25	$1,215.22	$1,215.20
14843	1	645-361-08-01	$1,215.22	$1,215.20
14843	1	645-361-08-02	$1,215.22	$1,215.20
14843	1	645-361-08-03	$1,215.22	$1,215.20
14843	1	645-361-08-04	$1,215.22	$1,215.20
14843	1	645-361-08-05	$1,215.22	$1,215.20
14843	1	645-361-08-06	$1,215.22	$1,215.20
14843	1	645-361-08-07	$1,215.22	$1,215.20
14843	1	645-361-08-08	$1,215.22	$1,215.20
14843	1	645-361-08-09	$1,215.22	$1,215.20
14843	1	645-361-08-10	$1,215.22	$1,215.20
14843	1	645-361-08-11	$1,215.22	$1,215.20
14843	1	645-361-08-12	$1,215.22	$1,215.20
14843	1	645-361-08-13	$1,215.22	$1,215.20
14843	1	645-361-08-14	$1,215.22	$1,215.20
14843	1	645-361-08-15	$1,215.22	$1,215.20
14843	1	645-361-08-16	$1,215.22	$1,215.20
14843	1	645-361-08-17	$1,215.22	$1,215.20
14843	1	645-361-08-18	$1,215.22	$1,215.20
14843	1	645-361-08-19	$1,215.22	$1,215.20
14843	1	645-361-08-20	$1,215.22	$1,215.20
14843	1	645-361-08-21	$1,215.22	$1,215.20
14843	1	645-361-08-22	$1,215.22	$1,215.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-08-23	$1,215.22	$1,215.20
14843	1	645-361-08-24	$1,215.22	$1,215.20
14843	1	645-361-08-25	$1,215.22	$1,215.20
14843	1	645-361-08-26	$1,215.22	$1,215.20
14843	1	645-361-08-27	$1,215.22	$1,215.20
14843	1	645-361-08-28	$1,215.22	$1,215.20
14843	1	645-361-08-29	$1,215.22	$1,215.20
14843	1	645-361-08-30	$1,215.22	$1,215.20
14843	1	645-361-09-01	$1,215.22	$1,215.20
14843	1	645-361-09-02	$1,215.22	$1,215.20
14843	1	645-361-09-03	$1,215.22	$1,215.20
14843	1	645-361-09-04	$1,215.22	$1,215.20
14843	1	645-361-09-05	$1,215.22	$1,215.20
14843	1	645-361-09-06	$1,215.22	$1,215.20
14843	1	645-361-09-07	$1,215.22	$1,215.20
14843	1	645-361-09-08	$1,215.22	$1,215.20
14843	1	645-361-09-09	$1,215.22	$1,215.20
14843	1	645-361-09-10	$1,215.22	$1,215.20
14843	1	645-361-09-11	$1,215.22	$1,215.20
14843	1	645-361-09-12	$1,215.22	$1,215.20
14843	1	645-361-09-13	$1,215.22	$1,215.20
14843	1	645-361-09-14	$1,215.22	$1,215.20
14843	1	645-361-09-15	$1,215.22	$1,215.20
14843	NA	645-361-10-00	$0.00	$0.00
14843	NA	645-361-11-00	$0.00	$0.00

Total Parcels	**928**
Total Taxable Parcels	**877**
Total Maximum Annual Special Tax	**$1,025,413.16**
Total Assigned Special Tax	**$1,025,404.64**

Community Facilities District No. 3 Annual Special Tax Report

Fiscal Year Ending June 30, 2025

San Ysidro School District

2025 / 2026

KeyAnalytics

A division of California Financial Services

District Administration

San Ysidro School District
4350 Otay Mesa Road,
San Ysidro, CA 92173
T. (619) 428-4476

Trustee

U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
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Special Tax Administrator

KeyAnalytics
27201 Puerta Real, Suite 260
Mission Viejo, CA 92691
T. (949) 282-1077

Table of Contents

Introduction ---------- 1

I. CFD Background ---------- 3

A. Certificate Pledge Agreements ---------- 3

B. Summary of Certificates ---------- 4

II. Fiscal Year 2024/2025 Special Tax Levy ---------- 5

A. Special Tax Levy ---------- 5

B. Special Tax Collections and Delinquencies ---------- 6

III. Fund and Account Balances ---------- 7

A. School District Fund ---------- 7

B. Trustee Accounts ---------- 7

IV. Annual Special Tax Requirement ---------- 9

A. Annual Special Tax Requirement ---------- 9

B. Administrative Expense Budget ---------- 10

V. Development ---------- 11

A. Final Land Use ---------- 11

B. Prepayments ---------- 14

VI. Fiscal Year 2025/2026 Special Tax Levy ---------- 15

Exhibit A – Rate and Method of Apportionment

Exhibit B – Revenue Pool and Certificate Lease Payment Schedule

Exhibit C – Delinquent Special Tax Report

Exhibit D – Summary of Transactions for School District Fund

Exhibit E – CFD Boundary Maps

Exhibit F – Assessor's Parcel Maps

Exhibit G – Special Tax Roll for Fiscal Year 2025/2026

Introduction

Community Facilities District No. 3 ("CFD No. 3") of the San Ysidro School District (the "School District") was formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). CFD No. 3 is authorized under the Act to finance certain school facilities (the "Authorized Facilities") as established at the time of formation. The boundaries of CFD No. 3 encompass approximately 682 acres within the City of San Diego.

This Report summarizes certain general and administrative information and analyzes the financial obligations of CFD No. 3 for the purpose of establishing the Special Tax Levy for Fiscal Year 2025/2026. The Annual Special Tax Levy is calculated pursuant to the Rate and Method of Apportionment ("RMA") which is attached to this Report as Exhibit A.

All capitalized terms not defined herein are used and defined in the RMA and/or the various Trust Agreements (as defined herein).

This Report is organized into the following Sections:

Section I – CFD Background

Section I provides background information relating to the long-term obligations issued by the School District to finance the Authorized Facilities and the related obligations of CFD No. 3.

Section II – Fiscal Year 2024/2025 Special Tax Levy

Section II provides information regarding the levy and collection of Special Tax for Fiscal Year 2024/2025 and an accounting of the remaining collections.

Section III – Fund and Account Balances

Section III examines the financial activity within the funds and accounts associated with CFD No. 3.

Section IV – Annual Special Tax Requirement

Section IV calculates the Annual Special Tax Requirement based on the obligations of CFD No. 3 for Fiscal Year 2025/2026.

Section V – Special Tax Classification

Section V provides updated information regarding the Special Tax classification of parcels within CFD No. 3.

Section VI – Fiscal Year 2025/2026 Special Tax Levy

Section VI provides the Fiscal Year 2025/2026 Special Tax levy based on updated Special Tax classifications and the Annual Special Tax Requirement.

I. CFD Background

In order to finance the Authorized Facilities, the School District has periodically issued long-term obligations in the form of Certificates of Participation ("Certificates"). The Certificates are secured and repaid by scheduled lease payments due on a semi-annual basis ("Lease Payments").

In order to minimize the interest rates and the costs associated with the issuance of the Certificates, the School District has combined the issuance of Certificates repaid through the collection of Special Taxes by CFD No. 3 with those repaid from other revenue sources including Community Facilities District Nos. 1 and 2. A table summarizing the revenue pool and annual Lease Payment obligations is included as Exhibit B.

A. Certificate Pledge Agreements

CFD No. 3 has entered into a Pledge Agreement with the School District, which pledges the Annual Special Taxes to pay the Lease Payments on the Certificates. The Special Taxes collected by CFD No. 3 are pledged, pursuant to the Pledge Agreement, to the Lease Payments of the School District's 2015 Refunding Certificates of Participation issued in the amount of $21,585,000.00 on August 18, 2015 (the "2015 Certificates"), the 2016 Refunding Certificates of Participation issued in the amount of $6,505,000 on September 29, 2016 (the "2016 Certificates") and the 2021 Certificates of Participation issued in the amount of $16,455,000 on April 29, 2021 (the "2021 Certificates").

The Special Taxes levied and collected on taxable property within CFD No. 3 (net of certain administrative expenses of CFD No. 3) are pledged in whole on a parity basis to the payment of Lease Payments of the 2015 Certificates, 2016 Certificates and the 2021 Certificates.

B. Summary of Certificates

A summary of the Certificates issued by the School District are outlined in the table below.

Certificates of Participation of the School District

Series	Revenues Pledged	Date of Issuance	Amount Issued	Description of Authorized Facilities
1998 Certificates of Participation	Refunded	October 13, 1998	$3,050,000	Expansion of Smythe Elementary School; Installation of HVAC at San Ysidro Middle School; Acquisition of School Buses
2001 Certificates of Participation	Refunded	June 5, 2001	$7,075,000	Purchase of Ocean View Hills School Site
2005 Certificates of Participation	Refunded	January 25, 2005	$17,000,000	Purchase of Vista Del Mar Elementary School Site; Construction of Ocean View Hills School
2007 Certificates of Participation	Refunded	November 29, 2007	$7,330,000	Construction of Vista Del Mar Elementary School
2012 Certificates of Participation	Refunded	January 31, 2012	$10,409,715	Construction of Vista Del Mar Elementary School
2015 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	August 18, 2015	$21,585,000	Refund the outstanding 1998 Certificates, 2001 Certificates and 2005 Certificates
2016 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	September 29, 2016	$6,505,000	Refund the outstanding 2007 Certificates
2021 Certificates of Participation	CFD Nos. 1, 2 and 3	April 29, 2021	$16,455,000	Refund the outstanding 2012 Certificates and Capital Improvements

II. Fiscal Year 2024/2025 Special Tax Levy

Each Fiscal Year, CFD No. 3 levies and collects Special Taxes pursuant to the RMA in order to meet the obligation for that Fiscal Year. This Section provides a summary of the levy and collection of Special Taxes in Fiscal Year 2024/2025.

A. Special Tax Levy

The Special Tax levy for Fiscal Year 2024/2025 is summarized by Special Tax classification in the table below.

Fiscal Year 2024/2025 Special Tax Levy

Land Use Class	Unit Type	Building Square Footage	Number of Units/Acres	Average Special Tax Rate [1]	Total Special Taxes
1	Detached	≥ 2,801	404 Units	$1,248.52 per Unit	$504,401.90
2	Detached	2,401 – 2,800	186 Units	1,027.16 per Unit	191,051.46
3	Detached	2,101 – 2,400	255 Units	949.44 per Unit	242,107.48
4	Detached	1,901 – 2,100	330 Units	1,016.85 per Unit	335,561.38
5	Detached	1,601 -1,900	634 Units	1,085.82 per Unit	688,410.12
6	Detached	≤ 1,600	20 Units	717.74 per Unit	14,354.80
7	Attached [2]	1,501 – 1,600	40 Units	897.44 per Unit	35,897.68
8	Attached	1,301 -1,500	255 Units	903.38 per Unit	230,363.12
9	Attached	≤ 1,300	31 Units	950.85 per Unit	29,476.48
10	Apartment [3]	≤ 1,600	641 Units	744.11 per Unit	476,973.58
11	Senior	N/A	0 Units	N/A	0.00
Developed Property			*2,796 Units*	*N/A*	*$2,748,598.00*
Undeveloped Property			*20.19 Acres*	*$0.00 per Acre*	*$0.00*
Total					**$2,748,598.00**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.
[2] Units which are (i) constructed for sale purposes, (ii) are contained in a building or building in which each individual units has at least one common wall with another Unit, (iii) are not a Senior Citizen Units, and (iv) exceed 1,600 BSF are classified as Detached Units.
[3] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units.

B. Special Tax Collections and Delinquencies

Delinquent Special Taxes for CFD No. 3, for the Fiscal Year 2024/2025 and prior Fiscal Years are summarized in the following table. A detailed listing of the Second Installment for Fiscal Year 2024/2025 Delinquent Special Taxes is provided as Exhibit C.

CFD No. 3
Special Tax Collections and Delinquencies

Fiscal Year	Subject Fiscal Year					April 10, 2025	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2020/2021	$1,996,861.28	17	$1,983,416.53	$13,444.75	0.67%	$842.24	0.04%
2021/2022	2,219,672.50	10	2,023,117.28	196,555.22	8.86%	6,369.84	0.29%
2022/2023	2,419,512.40	40	2,379,756.59	39,755.81	1.64%	5,833.20	0.24%
2023/2024	2,581,833.92	28	2,561,901.43	10,859.26	0.42%	9,425.58	0.37%
2024/2025	2,748,765.08	25	2,729,475.72	19,289.36	0.70%	19,289.36	0.70%

III. Fund and Account Balances

Special Taxes are collected by the San Diego County Tax Collector as part of the regular property tax bills. Once received by the San Diego County Tax Collector the Special Taxes are transferred to the School District where they are deposited into a designated fund. Special Taxes are periodically transferred to make Lease Payments on the Certificates and pay other authorized costs. This Section summarizes the current balances of the funds and accounts associated with CFD No. 3.

A. School District Fund

The balance of the funds being held by the School District (Fund 49.03) is $2,510,178.87. A summary of the transactions from July 1, 2024 to June 30, 2025 within this fund is included as Exhibit D.

B. Trustee Accounts

Funds and Accounts associated with the Certificates are currently being held by U.S. Bank acting as Trustee for the Certificates. These Funds and Accounts were established pursuant to the respective Trust Agreements executed in association with the 2015 Certificates, 2016 Certificates and 2021 Certificates (the "Trust Agreements").

The balances, as of June 30, 2025, of the major funds, accounts and sub-accounts being held by the respective Trustee are listed in the following table.

Trustee Fund and Account Balances as of June 30, 2025

Issuance	Account Name	Account Number	Balance
2015	2015 Proceeds Account	21902100-0	$1,651.17
2015	Lease Payment Fund	21902100-1	5,934.73
2015	Reserve Fund [1]	21902100-2	0.00
2015	Project Fund	21902100-3	0.00
2015	Prepayment Fund	21902100-4	0.00
2016	2016 Proceeds Account	22956900-0	0.00
2016	Lease Payment Fund	22956900-1	3,682.64
2016	Reserve Fund [1]	22956900-2	0.00
2016	Prepayment Fund	22956900-4	0.00
2021	Special Tax Fund (Pooled)	21758900-0	0.00
2021	CFD No. 1 Special Tax Fund	21758900-1	314,949.21
2021	CFD No. 2 Special Tax Fund	21758900-2	579,825.36
2021	CFD No. 3 Special Tax Fund	21758900-3	2,057,780.08
2021	Special Tax Revenue Coverage Stabilization Account	21758900-4	500,000.00
2021	Lease Payment Account	21758901-0	0.00
2021	CFD No. 1 Surplus Account	21758901-1	0.00
2021	CFD No. 2 Surplus Account	21758901-2	0.00
2021	CFD No. 3 Surplus Account	21758901-3	0.00
2021	Lease Payment Fund	25931800-0	12,029.67
2021	Interest Account	25931800-1	0.00
2021	Reserve Fund [1]	25931800-2	0.00
2021	Project Fund	25931800-3	15.91
2021	Cost of Issuance Fund	25931800-4	0.00
2021	Purchase Fund	25931800-5	0.00
2021	CFD No. 3 Bond Fund	25931801-0	0.04
2021	CFD No. 3 Interest Account	25931801-1	0.00
2021	CFD No. 3 Principal Account	25931801-2	1.96
2021	Surplus Fund	25931801-3	1.22
Total			**$3,475,871.99**

[1] Reserve Requirement is satisfied through as surety reserve policy.

IV. Annual Special Tax Requirement

This Section outlines the calculation of the Special Tax levy of CFD No. 3 based on the financial obligations for Fiscal Year 2025/2026.

A. Annual Special Tax Requirement

The Special Taxes of CFD No. 3 are calculated in accordance and pursuant to the RMA. Pursuant to the Pledge Agreement, The Special Taxes of CFD Nos. 1, 2 and 3 are transferred to the Lease Payment accounts on a pro-rata basis based on the total Special Tax levy of each CFD for the current Fiscal Year. Special Taxes not required to pay costs associated with the administration of CFD No. 3 or Lease Payments are available to fund the Authorized Facilities of CFD No. 3. The table below shows the calculation of the Annual Special Tax Requirement for Fiscal Year 2025/2026

Annual Special Tax Requirement for CFD No. 3

Fiscal Year 2024/2025 Remaining Sources		**$4,567,958.95**
Balance in Fund 49 (as of June 30, 2025)	$2,510,178.87	
Balance in CFD No. 3 Special Tax Fund (as of June 30, 2025)	2,057,780.08	
Fiscal Year 2024/2025 Remaining Obligations		**($4,567,958.95)**
COP Lease Payment Pledge [1]	($1,636,515.08)	
Administrative Expense Contingency	(30,000.00)	
Direct Construction of Authorized Facilities	(2,901,443.87)	
Fiscal Year 2024/2025 Revenue for Future COP Payments		**$0.00**
Fiscal Year 2025/2026 Obligations		**($2,830,067.96)**
COP Lease Payment Pledge [1]	($2,094,628.20)	
Administrative Expense Budget	(47,803.70)	
Anticipated Special Tax Delinquencies [2]	(19,860.00)	
Direct Construction of Authorized Facilities	(667,776.06)	
Fiscal Year 2025/2026 Annual Special Tax Requirement		**$2,830,067.96**

[1] Pursuant to the respective Pledge Agreements, Special Taxes are pledged for Lease Payments on the 2015 Certificates, 2016 Certificates and 2021 Certificates.

[2] Assumes the Second Installment for Fiscal Year 2024/2025 delinquency rate of 0.70%.

B. Administrative Expense Budget

Each year a portion of the Special Tax Levy is used to pay for the administrative expenses incurred by the School District to levy the Special Tax and administer the debt issued to financed Authorized Facilities. The estimated Fiscal Year 2025/2026 Administrative Expenses are shown in the table below.

Fiscal Year 2025/2026 Budgeted Administrative Expenses

Administrative Expense	Fiscal Year 2025/2026 Budget
District Staff and Expenses	$10,000.00
Consultant Expenses	18,200.00
County Tax Collection Fees	164.70
Contingency for Legal	19,439.00
Total Expenses	**$47,803.70**

V. Development

Each Fiscal Year, parcels within CFD No. 3 are assigned a Special Tax Classification based on the parameters outlined in the RMA. This Section outlines how parcels are classified and the amount of taxable property within CFD No. 3. For reference, the boundary map of CFD No. 3 is included as Exhibit E and the current Assessor's Parcel maps are included as Exhibit F.

A. Final Land Use

Pursuant to the RMA, a parcel is considered to be classified as Developed Property once a Building Permit is issued prior to January 1 of the prior Fiscal Year. Once classified as Developed Property, each parcel is taxed for a period not to exceed 30 years. Building Permits have been issued on all parcels zoned by the County of San Diego as residential property within CFD No. 3. The table on the next page summarizes the number of parcels with Building Permits issued and the fiscal year those parcels were initially classified as Developed Property.

Summary of Parcels Classified as Final Land Use
Fiscal Year 2025/2026

Initial Tax Year	Classification	Number of Units
1999/2000	Developed Property	242
2000/2001	Developed Property	83
2001/2002	Developed Property	91
2002/2003	Developed Property	118
2003/2004	Developed Property	164
2004/2005	Developed Property	166
2005/2006	Developed Property	69
2006/2007	Developed Property	126
2007/2008	Developed Property	51
2008/2009	Developed Property	664
2009/2010	Developed Property	8
2010/2011	Developed Property	16
2015/2016	Developed Property	40
2017/2018	Developed Property	111
2018/2019	Developed Property	179
2019/2020	Developed Property	81
2020/2021	Developed Property	80
2021/2022	Developed Property	192
2022/2023	Developed Property	137
2023/2024	Developed Property	89
2024/2025	Developed Property	89
2025/2026	Developed Property	20
Total		**2,816**

As of January 1, 2025, Building Permits have been issued on 2,117 parcels (2,816 Units) zoned by the County of San Diego as residential property. According to the San Diego County Assessor, an additional 20.19 acres of Undeveloped Property is zoned for residential development within CFD No. 3. The table below summarizes the Special Tax classification within CFD No. 3 for the prior Fiscal Year and Fiscal Year 2025/2026.

New Development within CFD No. 3

Land Use Class	Unit Type	Building Square Footage	Fiscal Year 2024/2025 Number of Units/Acres	Fiscal Year 2025/2026 Number of Units/Acres
1	Detached	≥ 2,801	404	404
2	Detached	2,401 – 2,800	186	186
3	Detached	2,101 – 2,400	255	255
4	Detached	1,901 – 2,100	330	330
5	Detached	1,601 -1,900	634	648
6	Detached	≤ 1,600	20	20
7	Attached	1,501 – 1,600	40	40
8	Attached	1,301 -1,500	255	261
9	Attached	≤ 1,300	31	31
10	Apartment	≤ 1,600	641	641
11	Senior	N/A	0	0
Total Developed Property			***2,796***	***2,816***
Total Undeveloped Property [1]			***20.19 Acres***	***20.19 Acres***

[1] Some of the Units developed in Fiscal Year 2025/2026 were developed on a parcel already classified as "Developed Property".

B. Prepayments

Developed Property may be prepaid in whole or in part any time after an Assessor's Parcel is first classified as Developed Property as long as there are no delinquent Special Taxes, penalties or interest charges outstanding. The table below lists the Assessor's Parcels that have prepaid the Special Tax along with the information regarding the Notice of Cancellation of Special Tax recorded with the County of San Diego Recorder's Office.

Prepayments within CFD No. 3

Assessor's Parcel Number	Land Use Classification	Unit/Building Square Footage	Number of Units	Initial Tax Year	Recordation Number
645-341-69-00	1	Detached Unit / > 2,801	1	2009/2010	2014-0227298
645-040-79-11	8	Attached Unit / 1,301 BSF - 1,500	1	2018/2019	2019-0366099
645-040-75-00	10	Apartment Unit / < 1,600	42	2019/2020	2019-0366100

VI. Fiscal Year 2025/2026 Special Tax Levy

Each Fiscal Year, the Special Tax is levied up to the maximum rate, as determined by the provisions of the RMA, in the amount needed to satisfy the Annual Special Tax Requirement.

Based on the Annual Special Tax Requirement listed in Section IV, CFD No. 3 will levy 100% of the maximum Special Tax allowable on each parcel classified as Final Land Use. The Special Tax Roll, containing a listing of each parcel's Special Tax, calculated pursuant to the RMA, can be found attached as Exhibit G.

A summary of the Special Tax levy for Fiscal Year 2025/2026 by Property Category as determined by the RMA for CFD No. 3 can be found in the table below.

Special Tax Levy of CFD No. 3

Land Use Class	Unit Type	Building Square Footage	Number of Units/Acres	Average Special Tax Rate [1]	Total Special Taxes
1	Detached	≥ 2,801	404 Units	$1,273.49 per Unit	$514,489.82
2	Detached	2,401 – 2,800	186 Units	1,047.70 per Unit	194,872.98
3	Detached	2,101 – 2,400	255 Units	968.43 per Unit	246,949.20
4	Detached	1,901 – 2,100	330 Units	1,037.19 per Unit	342,273.64
5	Detached	1,601 -1,900	648 Units	1,113.81 per Unit	721,745.90
6	Detached	≤ 1,600	20 Units	732.10 per Unit	14,642.00
7	Attached [2]	1,501 – 1,600	40 Units	975.98 per Unit	39,039.32
8	Attached	1,301 -1,500	261 Units	917.53 per Unit	239,476.04
9	Attached	≤ 1,300	31 Units	969.87 per Unit	30,066.02
10	Apartment [3]	≤ 1,600	10 Units	758.99 per Unit	486,513.04
11	Senior	N/A	0 Units	N/A	0.00
Developed Property			*2,816 Units*	*N/A*	*$2,830,067.96*
Undeveloped Property			*20.19 Acres*	*$0.00 per Acre*	*$0.00*
Total					**$2,830,067.96**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.
[2] Units which are (i) constructed for sale purposes, (ii) are contained in a building or building in which each individual units has at least one common wall with another Unit, (iii) are not a Senior Citizen Units, and (iv) exceed 1,600 BSF are classified as Detached Units.
[3] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units.

https://calschools.sharepoint.com/cfs/unregulated/san ysidro/developer revenue/cfd admin/cfd no. 3/fy 2025-26/sanysidrosd_cfd3_fy2526_specialtaxreport_d1.docx

Exhibit A

Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 3 (OCEAN VIEW HILLS, SOUTH PALM VISTA AND CORPORATE CENTER PROJECTS) OF THE SAN YSIDRO SCHOOL DISTRICT

Special Taxes shall be levied on and collected in Community Facilities District No. 3 ("CFD") of the San Ysidro School District ("School District") in each Fiscal Year, in an amount determined through the application of the Rate and Method of Apportionment ("RMA") described below. All the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A
DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or as calculated from the applicable Assessor's Parcel Map by the Board.

"**Act**" means the Mello-Roos Community Facilities Act of 1982 as amended, being Section 53311, *et. seq.*, of the Government Code of the State of California.

"**Additional Assigned Annual Special Tax**" means the Special Tax of that name, calculated pursuant to Section E.

"**Additional Developed Annual Special Tax Requirement**" means the amount to be used in determining the Annual Special Taxes to be levied on Developed Property as described in Step Three of Section F in order to pay in any Fiscal Year: (i) debt service or other periodic costs on all Bonds or other indebtedness of the CFD currently outstanding, (ii) Administrative Expenses, and (iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds or other indebtedness of the CFD, less (i) the sum of the amounts levied in Step One and Step Two of Section F and (ii) reserve fund earnings in excess of the reserve fund requirement which are not allocable to Rebatable Arbitrage.

"**Additional Undeveloped Annual Special Tax Requirement**" means the amount to be used in determining the Annual Special Taxes to be levied on Undeveloped Property as described in Step Two of Section F in order to pay in any Fiscal Year: (i) debt service or other periodic costs on all Bonds or other indebtedness of the CFD currently outstanding, (ii) Administrative Expenses, (iii) costs associated with the purchase, lease, and installation of temporary, interim school facilities, and (iv) any amount required to establish or replenish any reserve funds established in connection with the Bonds or other indebtedness of the CFD, less (i) the sum of the amounts levied in Step One of Section F and (ii) reserve fund earnings in excess of the reserve fund requirement which are not allocable to Rebatable Arbitrage.

"**Administrative Expenses**" means any ordinary and necessary expenses incurred by the School District on behalf of the CFD related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits or appropriate allocation thereof of any School District employee whose duties are directly related to the administration of the CFD, and costs otherwise incurred in order to carry out the authorized purposes of the CFD.

"**Annual Special Tax**" means the Special Tax actually levied each Fiscal Year against an Assessor's Parcel of Taxable Property pursuant to Section F.

"**Apartment Unit**" **or** "**A/DU**" means a Unit which (i) is constructed solely for rental purposes to the general public, (ii) is not a Senior Citizen Unit, and (iii) does not exceed 1,600 BSF.

"**Assessor's Parcel**" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of the CFD.

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Assessor's Parcel Number**" means that number assigned to an Assessor's Parcel by the Assessor of the County for purposes of identification.

"**Assigned Annual Special Tax**" means (i) for Undeveloped Property, the Special Tax of that name calculated pursuant to Section E, and (ii) for Developed Property, the sum of the Base Assigned Annual Special Tax and the Additional Assigned Annual Special Tax.

"**Attached Unit**" **or** "**MFA/DU**" means a Unit which (i) is constructed for sale purposes, (ii) is contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) is not a Senior Citizen Unit, and (iv) does not exceed 1,600 BSF.

"**Base Assigned Annual Special Tax**" means the Special Tax of that name, calculated pursuant to Section E.

"**Board**" means the Governing Board of the School District or its designee(s).

"**Bonds**" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, which obligation may be incurred by the CFD and paid by Special Taxes.

"**Building Square Footage**" or "**BSF**" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel.

"**CFD**" means Community Facilities District No. 3 (Ocean View Hills, South Palm Vista and Corporate Center Projects) established by the School District under the Act.

"**Calendar Year**" means the period commencing on January 1 of any year and ending the following December 31.

"**City**" means the City of San Diego.

"**Commercial/Industrial Property**" means all Assessor's Parcels included in any of the areas designated as a "Commercial/Industrial Area" on the Community Facilities District Map, as amended from time to time by the Board, attached hereto as Section N, provided that such Assessor's Parcels are zoned for commercial/industrial use. In the event that such Assessor's Parcels are not zoned for commercial/industrial use, such Assessor's Parcels shall not be classified as Commercial/Industrial Property.

"**County**" means the County of San Diego.

"**Detached Unit**" **or** "**SFD/DU**" means (i) a Unit constructed for sale purposes and which does not have any common walls with another Unit, or (ii) a Unit constructed for sale purposes which is contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit and which is not a Senior Citizen Unit and which exceeds 1,600 BSF, or (iii) a Unit which is constructed solely for rental purposes to the general public and which is not a Senior Citizen Unit and which exceeds 1,600 BSF.

"**Developed Property**" means all Assessor's Parcels in the CFD for which a building permit was issued on or before January 1 of the prior Fiscal Year for the construction of a residential structure.

"**Exempt Property**" means all Assessor's Parcels in the CFD designated as being exempt from Special Taxes in Section K.

"**Final Map**" means a final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates building sites, recorded in the County Office of the Recorder.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending the following June 30.

"**Gross Prepayment Amount**" means the amount of that name applicable to an Assessor's Parcel as described and calculated as provided in Section H.

"**Index**" means the greater of (i) the annual percentage change in the Marshall & Swift Class D Wood Frame Western Index for the twelve (12) months ending November 30 of the prior Calendar Year or (ii) two percent (2.00%). In the event the Marshall & Swift Class D Wood Frame Western Index ceases to be published, the Index shall be based on a comparable index reasonably determined by the Board.

"**Land Use Class**" means any of the classes of Developed Property listed in Table 1 below.

"**Maximum Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"**One-Time Special Tax**" means the single payment Special Tax which shall be collected by the CFD for an Assessor's Parcel of Undeveloped Property at the issuance of a building permit for the construction of one or more Apartment Units on such Assessor's Parcel.

"**Optional Prepayment Special Tax**" means the single payment Special Tax which may be paid to the CFD to prepay the Annual Special Tax obligation for an Assessor's Parcel in full, as described in Section G.

"**Partial Prepayment Amount**" means the dollar amount required to prepay a portion of the Annual Special Tax obligation on an Assessor's Parcel, determined pursuant to Section I.

"**Planning Area**" means any of the areas designated as a "Planning Area" on the Community Facilities District Map, as amended from time to time by the Board, attached hereto as Section N and used pursuant to Section G in the identification of the Assessor's Parcels for which Optional Prepayment Special Taxes may be paid.

"**Prepayment Amount**" means the dollar amount required to prepay all of the Annual Special Tax obligation on an Assessor's Parcel, determined pursuant to Section H.

"**Prepayment Portion**" means the percent by which the owner of the Assessor's Parcel is partially prepaying the Annual Special Tax obligation.

"**Proportionately**" means that the ratio of the actual Annual Special Tax levy to the applicable Special Tax is equal for all applicable Assessor's Parcels.

"**Rebatable Arbitrage**" means, as of any date, the amount required to be set aside for payment to the United States pursuant to Section 148(f)(2) of the Internal Revenue Code and any applicable tax certificate.

"**Senior Citizen Unit**" **or** "**SC/DU**" means a Unit designated as senior citizen housing, part of a residential care facility for the elderly, or part of a multi-level care facility for the elderly as referred to in California Government Code Section 65995.1. For purposes hereof, it shall be sufficient to designate a Unit as a Senior Citizen Unit if Senior Citizen Restrictions have been effected with respect to such Unit.

"**Senior Citizen Restriction**" means a restriction limiting the use of Units to senior citizen housing, as defined in Section 65995.1 of the Government Code, under a final map, other governmental entitlements, or a declaration of covenants, conditions and restrictions or any similar binding recorded instrument that may not be amended without the consent of the School District.

"**Special Tax**" means any of the special taxes applicable to Assessor's Parcels of Taxable Property.

"**Taxable Property**" means all Assessor's Parcels within the boundaries of the CFD which are not exempt from Special Taxes pursuant to Section K below.

"**Undeveloped Property**" means all Assessor's Parcels of Taxable Property which are not Developed Property.

"Unit" means each separate residential dwelling unit which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and which shall be classified as a Detached Unit, an Attached Unit, an Apartment Unit, or a Senior Citizen Unit.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

For each Fiscal Year, beginning with Fiscal Year 1998-99, each Assessor's Parcel shall be classified as Exempt Property or Taxable Property. Each Assessor's Parcel of Taxable Property shall be further classified as Developed Property or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall be assigned to a Land Use Class by reference to Table 1.

TABLE 1
LAND USE CLASSES

Land Use Class	Unit	BSF
1	Detached Unit	≥2,801
2	Detached Unit	2,401 - 2,800
3	Detached Unit	2,101 - 2,400
4	Detached Unit	1,901 - 2,100
5	Detached Unit	1,601 - 1,900
6	Detached Unit	≤ 1,600
7	Attached Unit[1]	1,501 - 1,600
8	Attached Unit	1,301 - 1,500
9	Attached Unit	≤ 1,300
10	Apartment Unit[2]	≤ 1,600
11	Senior Citizen Unit	NA

[1] Units which (i) are constructed for sale purposes, (ii) are contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) are not a Senior Citizen Unit, and (iv) exceed 1,600 BSF are classified as Detached Units. See definitions.
[2] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units. See definitions.

SECTION C
MAXIMUM SPECIAL TAXES

1. Developed Property

The Maximum Special Tax for an Assessor's Parcel of Developed Property shall be the amount derived by the application of the Assigned Annual Special Tax.

2. Undeveloped Property

The Maximum Special Tax for an Assessor's Parcel of Undeveloped Property shall be the sum of (i) the One-Time Special Tax applicable to such Assessor's Parcel and (ii) the amount derived by the application of the Assigned Annual Special Tax.

SECTION D
ONE-TIME SPECIAL TAXES

A One-Time Special Tax shall be collected by the CFD for an Assessor's Parcel of Undeveloped Property at the issuance of a building permit for the construction of one or more Apartment Units on such Assessor's Parcel. The One-Time Special Tax for Calendar Year 1998 shall be $666 per Apartment Unit. Each January 1, commencing January 1, 1999, the One-Time Special Tax per Apartment Unit shall be increased by the Index.

SECTION E
ASSIGNED ANNUAL SPECIAL TAXES

1. Developed Property

The Assigned Annual Special Tax for each Assessor's Parcel of Developed Property shall be the sum of (i) the Base Assigned Annual Special Tax and (ii) the Additional Assigned Annual Special Tax.

a. Base Assigned Annual Special Tax

i. Base Assigned Annual Special Tax for New Developed Property

The Base Assigned Annual Special Tax for an Assessor's Parcel of Developed Property in the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property shall be determined by reference to Table 2, subject to increase as described below.

TABLE 2
BASE ASSIGNED ANNUAL SPECIAL TAXES
FISCAL YEAR 1998-99

Land Use Class	Unit	BSF	Base Assigned Annual Special Tax
1	Detached Unit	≥2,801	$701.84 per Unit
2	Detached Unit	2,401 - 2,800	$567.43 per Unit
3	Detached Unit	2,101 - 2,400	$526.38 per Unit
4	Detached Unit	1,901 - 2,100	$499.70 per Unit
5	Detached Unit	1,601 - 1,900	$454.56 per Unit
6	Detached Unit	≤ 1,600	$428.90 per Unit
7	Attached Unit[1]	1,501 - 1,600	$394.02 per Unit
8	Attached Unit	1,301 - 1,500	$366.31 per Unit
9	Attached Unit	≤ 1,300	$326.30 per Unit
10	Apartment Unit[2]	≤ 1,600	$364.57 per Unit
11	Senior Citizen Unit	NA	$0.00 per Unit

[1] Units which (i) are constructed for sale purposes, (ii) are contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) are not a Senior Citizen Unit, and (iv) exceed 1,600 BSF are classified as Detached Units. See definitions.
[2] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units. See definitions.

Each July 1, commencing July 1, 1999, the Base Assigned Annual Special Tax applicable to an Assessor's Parcel shall be increased by the Index until and including the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property.

ii. Base Assigned Annual Special Tax for Existing Developed Property

Each July 1, commencing the July 1 immediately following the Fiscal Year in which the Assessor's Parcel was first classified as Developed Property, the Base Assigned Annual Special Tax applicable to an Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. **Additional Assigned Annual Special Tax**

i. **Additional Assigned Annual Special Tax for New Developed Property**

The Additional Assigned Annual Special Tax applicable to an Assessor's Parcel of Developed Property in the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property shall be the amount determined by reference to Table 3, subject to increase as described below.

TABLE 3
ADDITIONAL ASSIGNED ANNUAL SPECIAL TAXES
FISCAL YEAR 1998-99

Land Use Class	Unit	BSF	Additional Assigned Annual Special Tax
1	Detached Unit	≥2,801	$0.00 per Unit
2	Detached Unit	2,401 - 2,800	$0.00 per Unit
3	Detached Unit	2,101 - 2,400	$16.97 per Unit
4	Detached Unit	1,901 - 2,100	$43.65 per Unit
5	Detached Unit	1,601 - 1,900	$88.80 per Unit
6	Detached Unit	≤ 1,600	$114.45 per Unit
7	Attached Unit[1]	1,501 - 1,600	$0.00 per Unit
8	Attached Unit	1,301 - 1,500	$6.59 per Unit
9	Attached Unit	≤ 1,300	$46.61 per Unit
10	Apartment Unit[2]	≤ 1,600	$0.00 per Unit
11	Senior Citizen Unit	NA	$0.00 per Unit

[1] Units which (i) are constructed for sale purposes, (ii) are contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) are not a Senior Citizen Unit, and (iv) exceed 1,600 BSF are classified as Detached Units. See definitions.
[2] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units. See definitions.

Each July 1, commencing July 1, 1999, the Additional Assigned Annual Special Tax applicable to an Assessor's Parcel shall be increased by the Index until and including the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property.

ii. **Additional Assigned Annual Special Tax for Existing Developed Property**

Each July 1, commencing the July 1 immediately following the Fiscal Year in which the Assessor's Parcel was first classified as Developed Property, the Additional Assigned Annual Special Tax applicable to an Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. **Undeveloped Property**

The Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property shall be $8,000 per acre of Acreage in Fiscal Year 1998-99. The Assigned Annual Special Tax shall be increased by two percent (2.00%) per Fiscal Year commencing with Fiscal Year 1999-2000.

SECTION F
METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAXES

In each Fiscal Year, commencing with Fiscal Year 1998-99, the Board shall levy Annual Special Taxes on Taxable Property in the CFD as follows:

Step One: An Annual Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to the Base Assigned Annual Special Tax applicable to such Assessor's Parcel, as such amount is determined pursuant to Section E.

Step Two: If the Additional Undeveloped Annual Special Tax Requirement is greater than $0, an Annual Special Tax shall additionally be levied Proportionately on each Assessor's Parcel of Undeveloped Property to satisfy the Additional Undeveloped Annual Special Tax Requirement, up to the Assigned Annual Special Tax applicable to each such Assessor's Parcel of Undeveloped Property, as such amounts are determined pursuant to Section E.

Step Three: If the Additional Developed Annual Special Tax Requirement is greater than $0, an Annual Special Tax shall additionally be levied Proportionately on each Assessor's Parcel of Developed Property to satisfy the Additional Developed Annual Special Tax Requirement, up to the Additional Assigned Annual Special Tax applicable to each such Assessor's Parcel of Developed Property, as such amounts are determined pursuant to Section E.

SECTION G
OPTIONAL PREPAYMENT SPECIAL TAXES

If there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to an Assessor's Parcel which has or will become Developed Property, as determined by the Board, the Annual Special Tax obligation for such Assessor's Parcel may be prepaid in whole or in part at the following times: (i) at the issuance of a building permit for such Assessor's Parcel if the owner of all Assessor's Parcels in the Planning Area, determined pursuant to Section N, elected

via written notification to the Board to prepay the Annual Special Tax obligation in whole or in part for all the Assessor's Parcels in such Planning Area prior to the first Final Map being recorded for the Planning Area or (ii) any time after the Fiscal Year following the Fiscal Year in which the Assessor's Parcel was first classified as Developed Property. If an Annual Special Tax obligation is to be prepaid in whole, the Optional Prepayment Special Tax for the applicable Assessor's Parcel shall be equal to the Prepayment Amount for such Assessor's Parcel as described in Section H. If an Annual Special Tax obligation is to be prepaid in part, the Optional Prepayment Special Tax for the applicable Assessor's Parcel shall be equal to the Partial Prepayment Amount for such Assessor's Parcel as described in Section I.

With respect to any Assessor's Parcel's Annual Special Tax obligation that is prepaid in whole, the Board shall cause a suitable notice to be recorded to indicate the prepayment of the Annual Special Tax obligation, and the Annual Special Tax obligation shall cease.

With respect to any Assessor's Parcel's Annual Special Tax obligation that is partially prepaid, the Board shall (i) cause a suitable notice to be recorded to indicate the partial prepayment of the Annual Special Tax obligation, and (ii) cause a suitable notice to be recorded to indicate that a portion of the Annual Special Tax obligation applicable to such Assessor's Parcel, equal to the outstanding percentage of the remaining Annual Special Tax obligation, shall continue to be applicable to such Assessor's Parcel.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Annual Special Taxes that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year.

SECTION H
PREPAYMENT AMOUNT CALCULATIONS

1. Prior to Issuance of Bonds

Prior to the issuance of Bonds, the Prepayment Amount for each applicable Assessor's Parcel shall be that Assessor's Parcel's applicable Gross Prepayment Amount, determined by reference to Table 4, subject to increase as described below.

TABLE 4
GROSS PREPAYMENT AMOUNT
CALENDAR YEAR 1998

Land Use Class	Unit	BSF	Gross Prepayment Amount
1	Detached Unit	≥2,801	$8,727.29 per Unit
2	Detached Unit	2,401 - 2,800	$7,055.92 per Unit
3	Detached Unit	2,101 - 2,400	$6,756.49 per Unit
4	Detached Unit	1,901 - 2,100	$6,756.49 per Unit
5	Detached Unit	1,601 - 1,900	$6,756.49 per Unit
6	Detached Unit	≤ 1,600	$6,756.49 per Unit
7	Attached Unit[1]	1,501 - 1,600	$2,742.47 per Unit
8	Attached Unit	1,301 - 1,500	$2,595.47 per Unit
9	Attached Unit	≤ 1,300	$2,595.47 per Unit
10	Apartment Unit[2]	≤ 1,600	$4,961.55 per Unit

[1] Units which (i) are constructed for sale purposes, (ii) are contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) are not a Senior Citizen Unit, and (iv) exceed 1,600 BSF are classified as Detached Units. See definitions.
[2] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units. See definitions.

Each January 1, commencing January 1, 1999, the Gross Prepayment Amount applicable to an Assessor's Parcel shall be increased by the Index.

2. Subsequent to Issuance of Bonds

Subsequent to the issuance of Bonds, the Prepayment Amount for each applicable Assessor's Parcel shall be determined pursuant to the following formula:

Prepayment Amount applicable to Assessor's Parcel, calculated pursuant to Section H.1. above	
plus	A. Redemption Premium
plus	B. Defeasance
plus	C. Prepayment Fees and Expenses
less	D. Reserve Fund Credit
less	E. Regularly Retired Principal Credit
equals	Prepayment Amount

Detailed explanations of items A through E follow:

A. Redemption Premium

The Redemption Premium is calculated by multiplying (i) the principal amount of the Bonds to be redeemed with the proceeds of the Prepayment Amount by (ii) the applicable redemption premium, if any, on the Bonds to be redeemed.

B. Defeasance

The Defeasance is the amount needed to pay interest on the portion of the Bonds to be redeemed with the proceeds of the Prepayment Amount until the earliest call date of the Bonds to be redeemed, net of interest earnings to be derived from the reinvestment of the Prepayment Amount until the redemption date of the portion of the Bonds to be redeemed with the Prepayment Amount. Such amount of interest earnings will be calculated reasonably by the Board.

C. Prepayment Fees and Expenses

The Prepayment Fees and Expenses are the costs of the computation of the Prepayment Amount and an allocable portion of the costs of redeeming Bonds and recording any notices to evidence the prepayment and the redemption, as calculated reasonably by the Board.

D. Reserve Fund Credit

The Reserve Fund credit, if any, shall be calculated as the reduction in the applicable reserve fund requirements resulting from the redemption of Bonds with the Prepayment Amount.

E. Regularly Retired Principal Credit

The Regularly Retired Principal Credit is the total regularly scheduled retirement of principal that has occurred with respect to the Assessor's Parcel. For purposes of this calculation, it shall be assumed that the Annual Special Taxes actually collected from each Assessor's Parcel in any Fiscal Year are applied prorata to the regularly scheduled principal payment on the outstanding Bonds in the immediately following Fiscal Year based on each Assessor's Parcel's share of the total Annual Special Taxes which are actually collected from all Taxable Property in the current Fiscal Year and are applied to such regularly scheduled principal payment in the immediately following Fiscal Year. In no event shall any Annual Special Taxes determined to have been used to make a regularly scheduled principal payment on the Bonds be adjusted for any increase in any cost index or other basis subsequent to the date of the applicable principal payment.

SECTION I
PARTIAL PREPAYMENT AMOUNT CALCULATIONS

The partial prepayment formula is defined as follows:

Prepayment Amount, calculated pursuant to Section H	
times	Prepayment Portion
equals	Partial Prepayment Amount

SECTION J
TERMINATION OF ANNUAL SPECIAL TAXES

Annual Special Taxes on an Assessor's Parcel of Developed Property shall be levied for a term of thirty (30) Fiscal Years. Annual Special Taxes on an Assessor's Parcel of Undeveloped Property shall not be levied later than Fiscal Year 2050-51.

SECTION K
EXEMPTIONS

The Board, at its reasonable discretion, shall classify property as Exempt Property on a first in time basis provided that the Board shall not classify any property as Exempt Property if such classification would reduce the Acreage of all Developed Property and Undeveloped Property to less than 209 acres. Within these limitations, the Board may classify as Exempt Property property that is (i) owned by the State of California, Federal or other local governments except as otherwise provided in Sections 53317.3 and 53317.5 of the Government Code, (ii) leased to the School District or its designee for school facilities purposes, (iii) used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iv) owned by a homeowners' association, (v) Commercial/Industrial Property, or (vi) encumbered with public or utility easements making impractical their utilization for other than the purposes set forth in the easement. For purposes of interpreting Sections 53317.3, 53317.5, and 53340.1 of the Act, any Assessor's Parcel acquired by a public entity shall be deemed Exempt Property subject to the limitations described in the first sentence of this paragraph to the extent it is Undeveloped Property at the time of its acquisition or lease.

SECTION L
APPEALS

Any property owner claiming that the amount or application of a Special Tax is not correct may file a written notice of appeal with the Board not later than one (1) Calendar Year after having paid the first installment of the Special Tax that is disputed. The Board shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Board's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last Fiscal Year of levy), but an adjustment shall be made to the Annual Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

SECTION M
MANNER OF COLLECTION

One-Time Special Taxes shall be collected at the issuance of a building permit for the construction of one or more Apartment Units. Optional Prepayment Special Taxes shall be collected at the issuance of a building permit or after the Fiscal Year following the Fiscal Year in which the Assessor's Parcel was first classified as Developed Property, pursuant to Section G above. Annual Special Taxes shall be collected in the same manner and at the same time as *ad valorem* property taxes, provided, however, that the CFD may collect Annual Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

SECTION N
COMMUNITY FACILITIES DISTRICT MAP (See Next Page)

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Exhibit B

Revenue Pool and Lease Payment Schedule

San Ysidro School District
Available Revenue for Lease Payments for the Certificate of Participation

Bond Year	Special Tax Levy [1]							COP Lease Payments				
	CFD No. 1	CFD No. 2	CFD No. 3	Administrative Expense Budget	Total Net Available Annual Special Tax Revenue	Change in Special Tax Revenue Coverage Stabilization Account [2]	Total Net Available Revenue	Series 2015	Series 2016	Series 2021	Total COPs Lease Payments	Remaining Revenue [3]
2025/2026	$1,118.64	$1,025,408.21	$2,830,067.96	($87,165.30)	*$3,769,429.51*	$0.00	$3,769,429.51	$1,499,625.00	$449,550.00	$905,217.52	*$2,854,392.52*	$915,036.99
2026/2027	0.00	1,045,916.37	2,886,669.32	(87,767.60)	*3,844,818.10*	0.00	3,844,818.10	1,528,125.00	464,350.00	919,817.52	*2,912,292.52*	932,525.58
2027/2028	0.00	1,066,834.70	2,944,402.71	(89,522.95)	*3,921,714.46*	0.00	3,921,714.46	1,557,050.00	473,150.00	943,017.52	*2,973,217.52*	948,496.94
2028/2029	0.00	1,088,171.40	3,003,290.76	(91,313.41)	*4,000,148.75*	0.00	4,000,148.75	1,593,300.00	481,150.00	954,417.52	*3,028,867.52*	971,281.23
2029/2030	0.00	1,109,934.82	2,825,186.56	(93,139.68)	*3,841,981.71*	0.00	3,841,981.71	1,419,800.00	648,350.00	804,417.52	*2,872,567.52*	969,414.19
2030/2031	0.00	1,132,133.52	2,776,733.90	(95,002.47)	*3,813,864.95*	0.00	3,813,864.95	1,361,800.00	538,350.00	934,417.52	*2,834,567.52*	979,297.43
2031/2032	0.00	1,113,298.18	2,714,721.59	(96,902.52)	*3,731,117.25*	0.00	3,731,117.25	1,253,800.00	546,950.00	948,417.52	*2,749,167.52*	981,949.73
2032/2033	0.00	1,111,191.29	2,621,460.77	(98,840.57)	*3,633,811.49*	(350,000.00)	3,283,811.49	1,138,300.00	599,550.00	590,817.52	*2,328,667.52*	955,143.97
2033/2034	0.00	1,058,700.38	2,476,595.20	(100,817.38)	*3,434,478.21*	(200,000.00)	3,234,478.21	930,800.00	609,350.00	731,417.52	*2,271,567.52*	962,910.69
2034/2035	0.00	527,179.84	2,318,251.92	(102,833.73)	*2,742,598.03*	350,000.00	3,092,598.03	0.00	922,950.00	1,206,117.52	*2,129,067.52*	963,530.51
2035/2036	0.00	0.00	2,280,160.76	(58,272.45)	*2,221,888.31*	225,000.00	2,446,888.31	0.00	363,150.00	1,166,117.52	*1,529,267.52*	917,620.79
2036/2037	0.00	0.00	2,147,945.41	(59,437.90)	*2,088,507.51*	(125,000.00)	1,963,507.51	0.00	267,800.00	806,517.52	*1,074,317.52*	889,189.99
2037/2038	0.00	0.00	2,109,809.76	(60,626.65)	*2,049,183.11*	(150,000.00)	1,899,183.11	0.00	0.00	1,001,477.52	*1,001,477.52*	897,705.59
2038/2039	0.00	0.00	1,485,112.67	(61,839.19)	*1,423,273.49*	650,000.00	2,073,273.49	0.00	0.00	1,146,502.52	*1,146,502.52*	926,770.97
2039/2040	0.00	0.00	1,502,941.52	(63,075.97)	*1,439,865.55*	0.00	1,439,865.55	0.00	0.00	557,650.02	*557,650.02*	882,215.53
2040/2041	0.00	0.00	1,506,158.86	(64,337.49)	*1,441,821.37*	100,000.00	1,541,821.37	0.00	0.00	632,525.02	*632,525.02*	909,296.35
2041/2042	0.00	0.00	1,536,282.04	(65,624.24)	*1,470,657.80*	0.00	1,470,657.80	0.00	0.00	555,487.52	*555,487.52*	915,170.28
2042/2043	0.00	0.00	1,567,007.68	(66,936.72)	*1,500,070.96*	0.00	1,500,070.96	0.00	0.00	564,912.52	*564,912.52*	935,158.44
2043/2044	0.00	0.00	1,598,347.83	(68,275.46)	*1,530,072.37*	0.00	1,530,072.37	0.00	0.00	573,887.52	*573,887.52*	956,184.85
2044/2045	0.00	0.00	1,630,314.79	(69,640.97)	*1,560,673.82*	0.00	1,560,673.82	0.00	0.00	586,775.00	*586,775.00*	973,898.82
2045/2046	0.00	0.00	1,605,177.41	(71,033.79)	*1,534,143.62*	0.00	1,534,143.62	0.00	0.00	549,068.76	*549,068.76*	985,074.86
2046/2047	0.00	0.00	1,637,280.96	(72,454.46)	*1,564,826.49*	0.00	1,564,826.49	0.00	0.00	556,956.26	*556,956.26*	1,007,870.23
2047/2048	0.00	0.00	1,496,907.96	(73,903.55)	*1,423,004.40*	0.00	1,423,004.40	0.00	0.00	414,368.76	*414,368.76*	1,008,635.64
2048/2049	0.00	0.00	1,246,577.09	(75,381.62)	*1,171,195.47*	0.00	1,171,195.47	0.00	0.00	164,868.76	*164,868.76*	1,006,326.71
2049/2050	0.00	0.00	1,136,079.73	(76,889.26)	*1,059,190.47*	0.00	1,059,190.47	0.00	0.00	46,068.76	*46,068.76*	1,013,121.71
Total	**$1,118.64**	**$10,278,768.72**	**$51,883,485.15**	**($1,951,035.33)**	**$60,212,337.18**	**$500,000.00**	**$60,712,337.18**	**$12,282,600.00**	**$6,364,650.00**	**$18,261,259.18**	**$36,908,509.18**	**$23,803,828.00**

[1] Does not account for anticipated Special Tax delinquencies.
[2] Includes $500,000 currently deposited into the Special Tax Revenue Coverage Stabilization Fund held with the Trustee.
[3] Any amounts not required to pay Lease Payments may be used to issue additional parity Certificates or construct Authorized Facilities.

Exhibit C

Delinquent Special Tax Report

Fixed Charge Special Assessment Delinquency Report

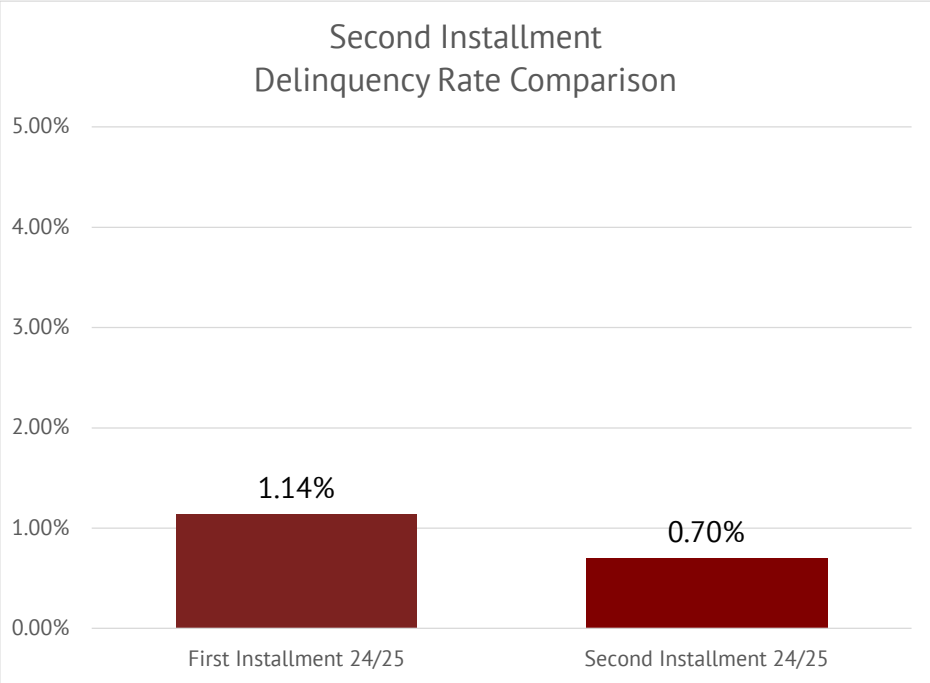
Second Installment Report for Fiscal Year 2024/2025
San Ysidro School District Community Facilities District No. 3

KeyAnalytics

Summary

Second Installment

Total Taxes Due April 10, 2025	**$2,748,765.08**
Amount Paid	**$2,729,475.72**
Amount Remaining to be Collected	**$19,289.36**
Number of Parcels Delinquent	**25**
Delinquency Rate	**0.70%**



Foreclosure

CFD Subject to Foreclosure Covenant:	**No**
Foreclosure Determination Date	**N/A**

Foreclosure Qualification

Individual Parcel Delinquency	**N/A**
Individual Owner Multiple Parcels Delinquency	**N/A**
Individual Parcels Semi-Annual Installments	**N/A**
Aggregate Delinquency Rate	**N/A**

Parcels Qualifying for Foreclosure

Parcels Exceeding Individual Foreclosure Threshol	**N/A**
Parcels Exceeding CFD Aggregate	**N/A**

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2024/2025
San Ysidro School District Community Facilities District No. 3

KeyAnalytics

Historical Delinquency Summary

Fiscal Year	Subject Fiscal Year					April 10, 2025	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2020/2021	$1,996,861.28	17	$1,983,416.53	$13,444.75	0.67%	$842.24	0.04%
2021/2022	2,219,672.50	10	2,023,117.28	196,555.22	8.86%	6,369.84	0.29%
2022/2023	2,419,512.40	40	2,379,756.59	39,755.81	1.64%	5,833.20	0.24%
2023/2024	2,581,833.92	13	2,570,974.66	10,859.26	0.42%	9,425.58	0.37%
2024/2025 [1]	2,748,765.08	25	2,729,475.72	19,289.36	0.70%	19,289.36	0.70%

[1] Delinquency data as of April 10, 2025.

Historical Delinquency Rate

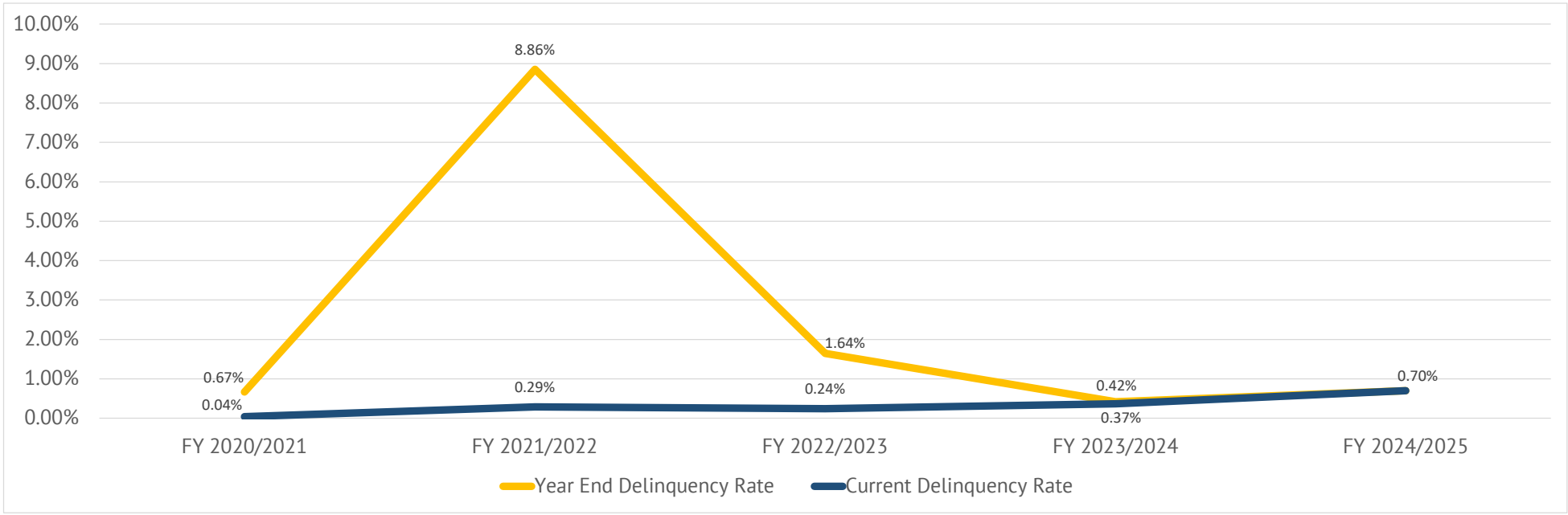


Exhibit D

Summary of Transactions School District Fund

Fund: Fund 49:03

Subfund: Fund 49.3:9010 (CFD #3) - Acquisition Fund

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2024	$186,014.17	$22,717,933.71	$3,000,000.00	$106,486.01	($23,127,981.99)	$2,882,451.90			BEGINNING BALANCE
07-19-2024		$15,723.72				$2,898,175.62		FA-0001304808	Tax Apport #12-Investment Fds
08-12-2024				($50,000.00)		$2,848,175.62		AT-0001317575	CLEAR DTDF 2324
08-13-2024		$1,006.92				$2,849,182.54		FA-0001318932	Tax Apport #01-Investment Fds
09-10-2024		$2,219.84				$2,851,402.38		FA-0001333996	Tax Apport #02-Investment Fds
10-15-2024		$4,528.19				$2,855,930.57		FA-0001348120	Tax Apport #03-Investment Fds
10-22-2024	$1,327.59					$2,857,258.16		FA-0001351883	FY2425 Interest 1Q- 1st distribution
11-19-2024		$89,201.30				$2,946,459.46		FA-0001362340	Tax Apport #04-Investment Fds
12-13-2024		$327,041.74				$3,273,501.20		FA-0001372035	Tax Apport #05-Investment Fds
12-17-2024	$4,498.24					$3,277,999.44		FA-0001373167	FY2425 Interest 1Q- 2nd distribution
01-06-2025	$2,133.01					$3,280,132.45		FA-0001376243	FY2425 Interest 1Q- 3rd distribution
01-10-2025					($770,799.83)	$2,509,332.62	San Ysidro School District	DO-0001377396	Clear Suspense COPS 9/1/24 PMN
01-10-2025					($627,349.39)	$1,881,983.23	San Ysidro School District	DO-0001377396	Clear Suspense COPS 9/1/24 PMN
01-14-2025		$990,278.66				$2,872,261.89		FA-0001381084	Tax Apport #06-Investment Fds
01-22-2025	$457.80					$2,872,719.69		FA-0001381205	FY2425 Interest 2Q- 1st distribution
02-18-2025		$36,235.47				$2,908,955.16		FA-0001400863	Tax Apport #07-Investment Fds
02-28-2025	$1,197.57					$2,910,152.73		FA-0001414981	FY2425 Interest 2Q- 2nd distribution
03-18-2025		$34,113.38				$2,944,266.11		FA-0001422086	Tax Apport #08-Investment Fds
04-18-2025		$1,217,016.16				$4,161,282.27		FA-0001433092	Tax Apport #09-Investment Fds
04-22-2025	$973.82					$4,162,256.09		FA-0001434339	FY2425 Interest 2Q- 3rd cash distribution
04-23-2025	$496.04					$4,162,752.13		FA-0001434775	FY2425 Interest 3Q-1st distribution
05-13-2025		$46,918.18				$4,209,670.31		FA-0001442302	Tax Apport #10-Investment Fds
06-09-2025	$5,598.19					$4,215,268.50		FA-0001451529	FY2425 Interest 3Q- 2nd distribution
06-17-2025		$4,069.99				$4,219,338.49		FA-0001454803	Tax Apport #11-Investment Fds
	$16,682.26	$2,768,353.55	$0.00	($50,000.00)	($1,398,149.22)	$1,336,886.59			DATE RANGE BALANCE
Subfund Total	**$202,696.43**	**$25,486,287.26**	**$3,000,000.00**	**$56,486.01**	**($24,526,131.21)**	**$4,219,338.49**	**Total for Fund 49.3:9010 (CFD #3) - Acquisition Fund**		

Subfund: Fund 49.3:9999 (CFD #3) - Suspense

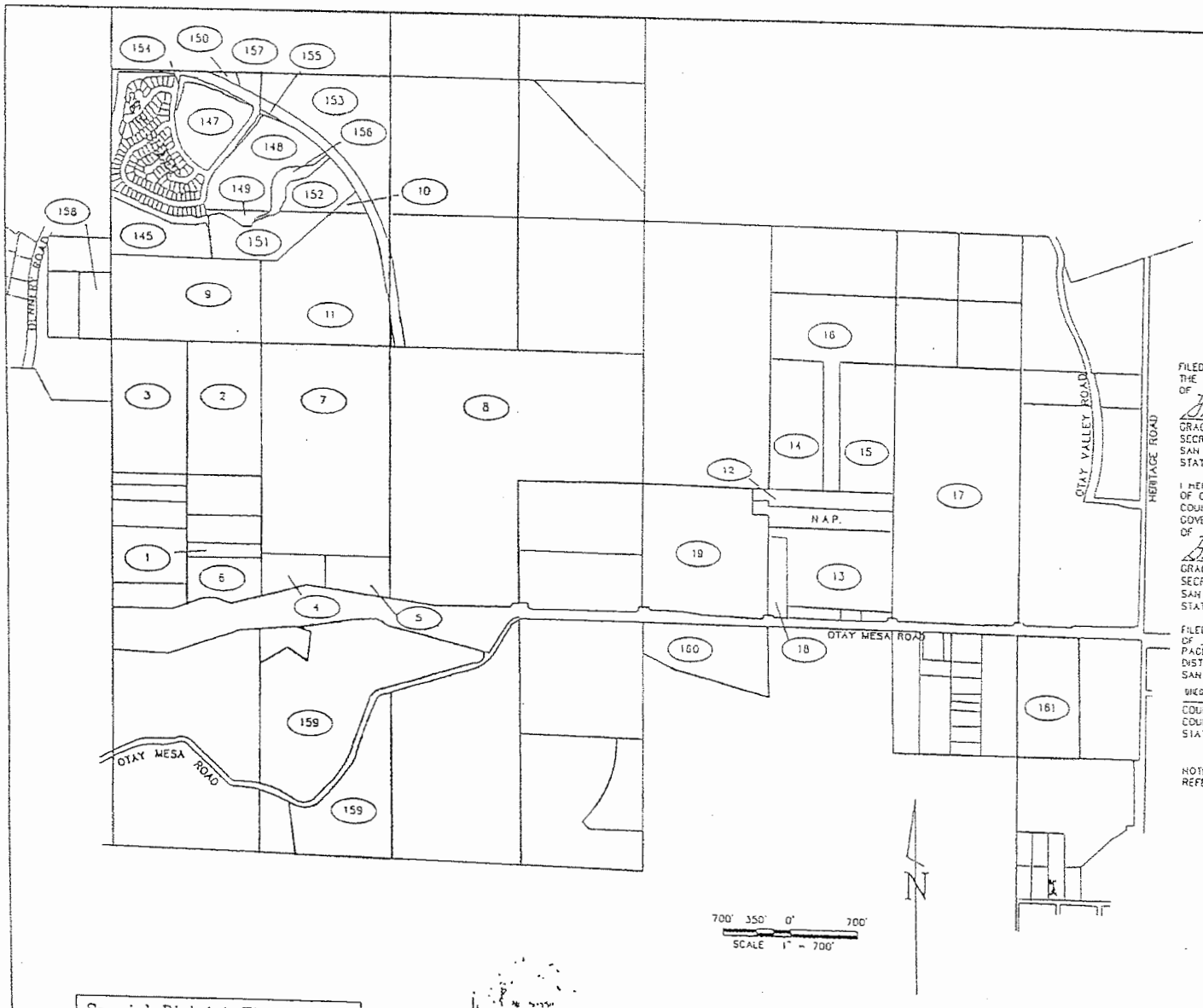
Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2024	($5,025.17)	$5,025.17	$0.00	($1,320,106.95)	$0.00	($1,320,106.95)			BEGINNING BALANCE
07-02-2024	$2,375.18					($1,317,731.77)		FA-0001295630	FY2324 Interest 3Q- 3rd distribution
07-19-2024	$4,467.82					($1,313,263.95)		FA-0001302132	FY2324 Interest 4Q- 1st distribution

Subfund: Fund 49.3:9999 (CFD #3) - Suspense

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
08-13-2024				($1,398,149.22)		($2,711,413.17)		FA-0001326056	Payables A 3609653 184361865|0
09-26-2024	$7,380.75					($2,704,032.42)		FA-0001341533	FY2324 Interest 4Q- 2nd distribution
10-01-2024	$424.22					($2,703,608.20)		FA-0001343112	FY2324 Interest 4Q- 3rd distribution
01-10-2025				$1,398,149.22		($1,305,458.98)		DO-0001377396	Clear Suspense COPS 9/1/24 PMN
02-18-2025				($403,700.64)		($1,709,159.62)		FA-0001418478	Payables A 3641876 185778480|1
	$14,647.97	$0.00	$0.00	($403,700.64)	$0.00	($389,052.67)			DATE RANGE BALANCE
Subfund Total	**$9,622.80**	**$5,025.17**	**$0.00**	**($1,723,807.59)**	**$0.00**	**($1,709,159.62)**	**Total for Fund 49.3:9999 (CFD #3) - Suspense**		
Fund Total	**$212,319.23**	**$25,491,312.43**	**$3,000,000.00**	**($1,667,321.58)**	**($24,526,131.21)**	**$2,510,178.87**	**Total for Fund 49:03**		
Grand Total	**$212,319.23**	**$25,491,312.43**	**$3,000,000.00**	**($1,667,321.58)**	**($24,526,131.21)**	**$2,510,178.87**	**Grand Total for Selected Funds/SubFunds**		

Exhibit E

CFD Boundary Map



FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT THIS 16th DAY OF July, 1998.

Grace A. Kojima
GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 3, SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE GOVERNING BOARD AT A MEETING THEREOF, HELD ON THE 16th DAY OF July, 1998, BY ITS RESOLUTION NO. 98-3403

Grace A. Kojima
GRACE A. KOJIMA
SECRETARY OF THE BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

1998-0469910

FILED THIS 28th DAY OF July, 1998, AT THE HOUR OF 3:30 O'CLOCK P M. IN BOOK 32 AND PAGE 52 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

GREGORY J. SMITH, Assistant/County Clerk By: Judy Foote
COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

NOTE: FOR PARTICULARS OF LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCE IS MADE TO THE SAN DIEGO COUNTY ASSESSOR PARCEL MAPS.

Special District Financing & Administration
16980 Via Tazon, Suite 190
San Diego, California 92127
Tel:(619)676-3883 Fax:(619)676-3886

(98-077) JULY 1998

Christopher R. Wuerl
R.C.E. 50558

LEGEND

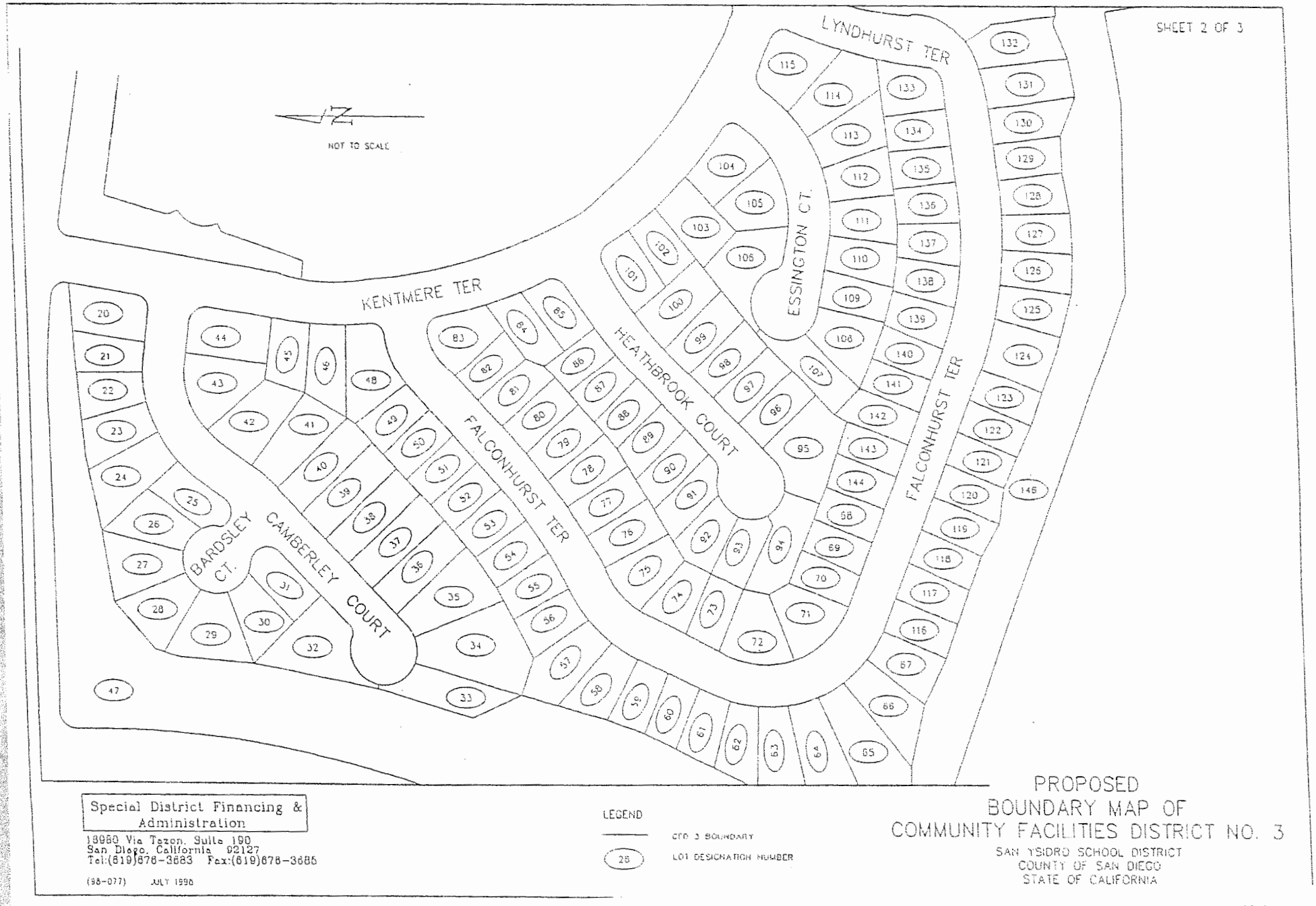
CFD 3 BOUNDARY

1 LOT DESIGNATION NUMBER

N.A.P. = NOT A PART OF CFD NO 3

PROPOSED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 3

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



Special District Financing & Administration
10080 Via Tazon, Suite 190
San Diego, California 92127
Tel:(619)678-3683 Fax:(619)678-3685

(98-077) JULY 1998

LEGEND

CFD 3 BOUNDARY

(25) LOT DESIGNATION NUMBER

PROPOSED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 3

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

LOT DES NO.	ASSESSOR'S PARCEL NO
1	645-040-16-00
2	645-040-19-00
3	645-040-20-00
4	645-040-28-00
5	645-040-33-00
6	645-040-35-00
7	645-040-37-00
8	645-040-39-00
9	645-041-12-00
10	645-041-13-00
11	645-041-14-00
12	645-050-15-00
13	645-050-17-00
14	645-050-26-00
15	645-050-27-00
16	645-050-28-00
17	645-050-40-00
18	645-050-41-00
19	645-050-42-00
20	645-110-01-00
21	645-110-02-00
22	645-110-03-00
23	645-110-04-00
24	645-110-05-00
25	645-110-06-00
26	645-110-07-00
27	645-110-08-00
28	645-110-09-00
29	645-110-10-00
30	645-110-11-00
31	645-110-12-00
32	645-110-13-00
33	645-110-14-00
34	645-110-15-00
35	645-110-16-00
36	645-110-17-00
37	645-110-18-00
38	645-110-19-00
39	645-110-20-00
40	645-110-21-00

LOT DES NO.	ASSESSOR'S PARCEL NO.
41	645-110-22-00
42	645-110-23-00
43	645-110-24-00
44	645-110-25-00
45	645-110-26-00
46	645-110-27-00
47	645-110-28-00
48	645-111-01-00
49	645-111-02-00
50	645-111-03-00
51	645-111-04-00
52	645-111-05-00
53	645-111-06-00
54	645-111-07-00
55	645-111-08-00
56	645-111-09-00
57	645-111-10-00
58	645-111-11-00
59	645-111-12-00
60	645-111-13-00
61	645-111-14-00
62	645-111-15-00
63	645-111-16-00
64	645-111-17-00
65	645-111-18-00
66	645-111-19-00
67	645-111-20-00
68	645-111-21-00
69	645-111-22-00
70	645-111-23-00
71	645-111-24-00
72	645-111-25-00
73	645-111-26-00
74	645-111-27-00
75	645-111-28-00
76	645-111-29-00
77	645-111-30-00
78	645-111-31-00
79	645-111-32-00
80	645-111-33-00

LOT DES NO	ASSESSOR'S PARCEL NO
81	645-111-34-00
82	645-111-35-00
83	645-111-36-00
84	645-111-37-00
85	645-111-38-00
86	645-111-39-00
87	645-111-40-00
88	645-111-41-00
89	645-111-42-00
90	645-111-43-00
91	645-111-44-00
92	645-111-45-00
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94	645-111-47-00
95	645-111-48-00
96	645-111-49-00
97	645-111-50-00
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100	645-111-53-00
101	645-111-54-00
102	645-111-55-00
103	645-111-56-00
104	645-111-57-00
105	645-111-58-00
106	645-111-59-00
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108	645-111-61-00
109	645-111-62-00
110	645-111-63-00
111	645-111-64-00
112	645-111-65-00
113	645-111-66-00
114	645-111-67-00
115	645-111-68-00
116	645-112-01-00
117	645-112-02-00
118	645-112-03-00
119	645-112-04-00
120	645-112-05-00

LOT DES. NO.	ASSESSOR'S PARCEL NO
121	645-112-06-00
122	645-112-07-00
123	645-112-08-00
124	645-112-09-00
125	645-112-10-00
126	645-112-11-00
127	645-112-12-00
128	645-112-13-00
129	645-112-14-00
130	645-112-15-00
131	645-112-16-00
132	645-112-17-00
133	645-112-18-00
134	645-112-19-00
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147	645-113-01-00
148	645-113-02-00
149	645-113-03-00
150	645-113-04-00
151	645-113-05-00
152	645-113-06-00
153	645-113-07-00
154	645-113-08-00
155	645-113-09-00
156	645-113-10-00
157	645-113-11-00
158	631-041-08-00
159	645-060-22-00
160	645-080-15-00
161	645-090-37-00

Special District Financing & Administration
10860 Via Tazon, Suite 190
San Diego, California 92127
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(98-077) JULY 1998

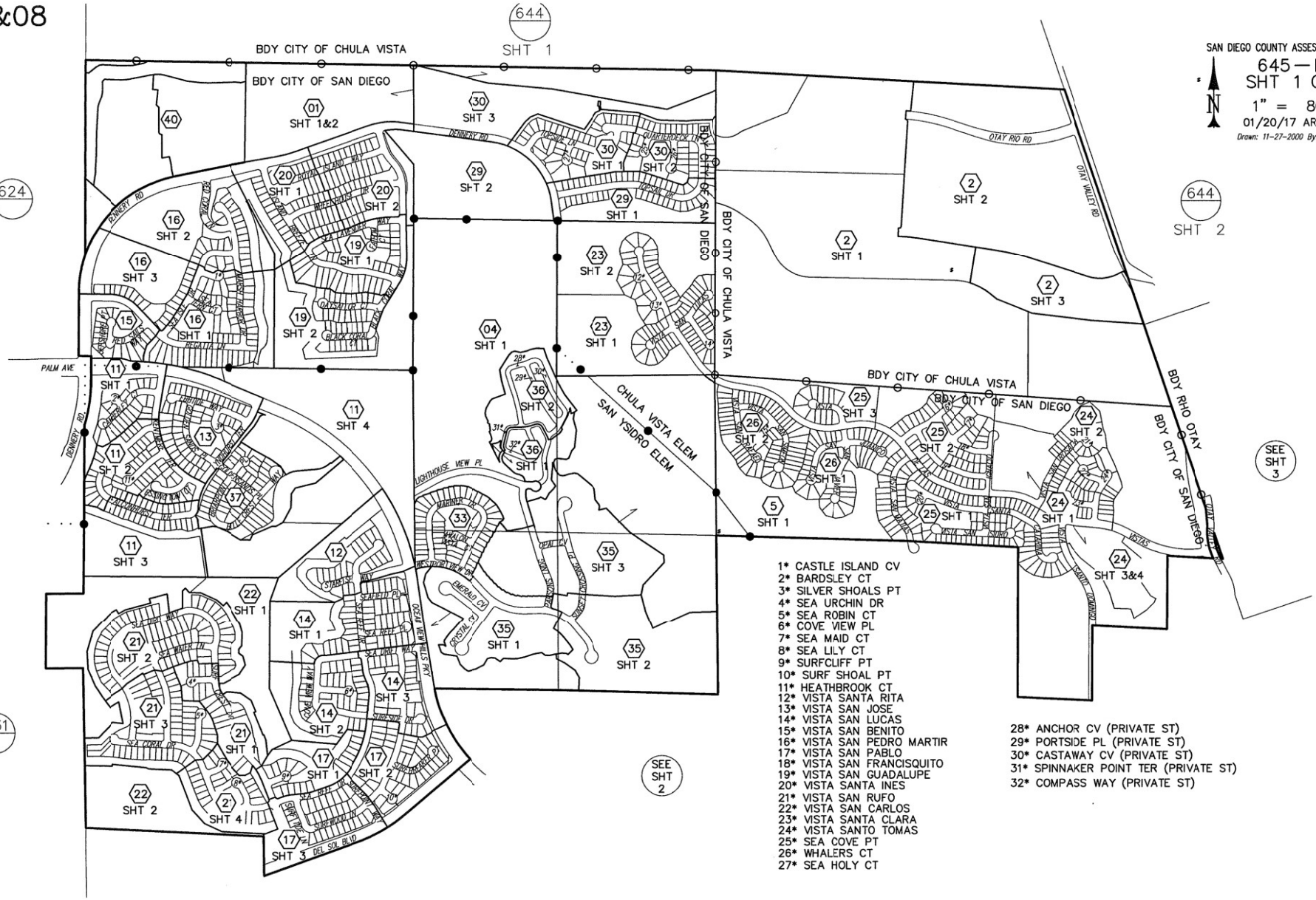
PROPOSED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 3

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

Exhibit F

Assessor's Parcel Maps

01&08

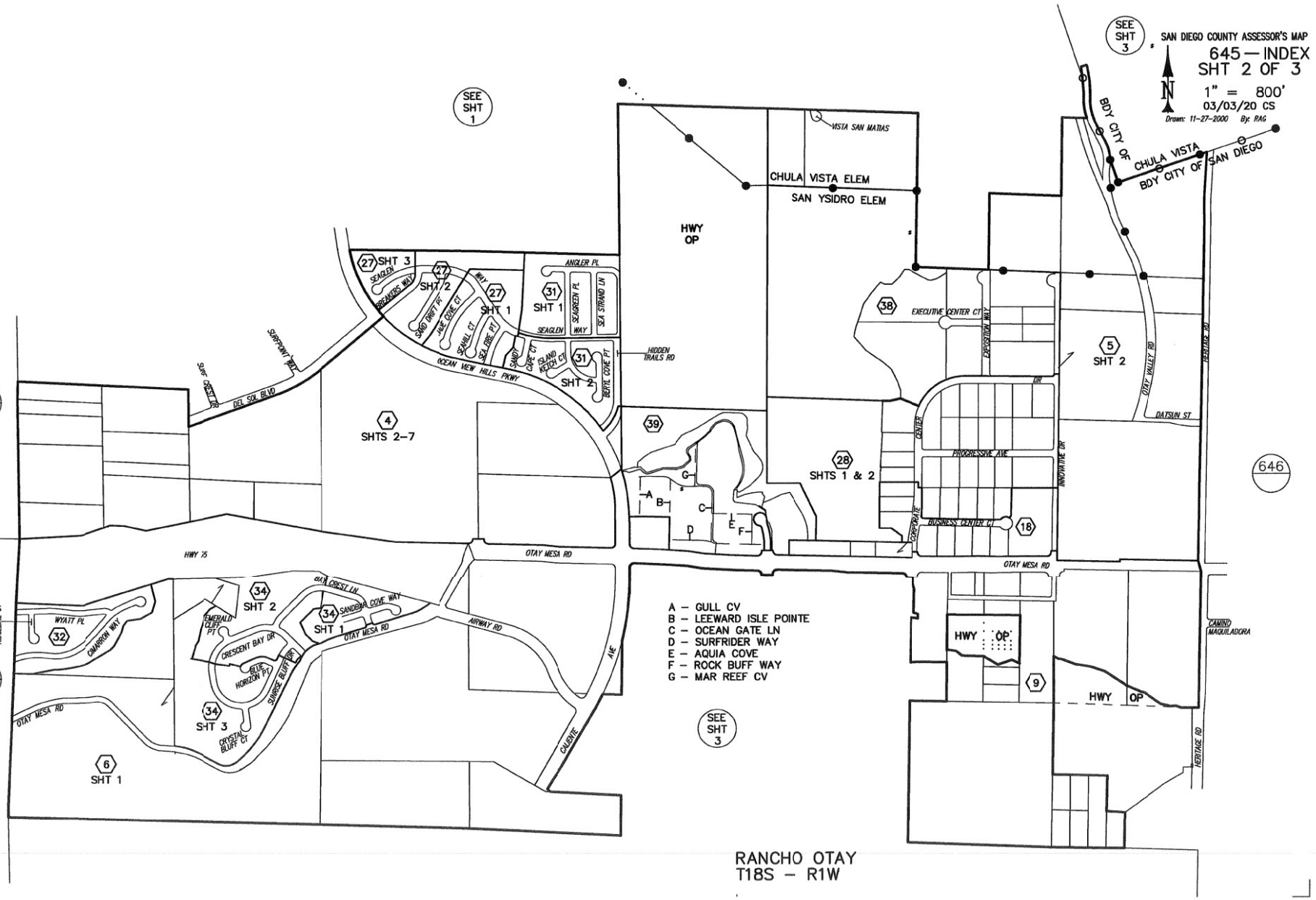


RANCHO OTAY
T18S – R1W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



01&08

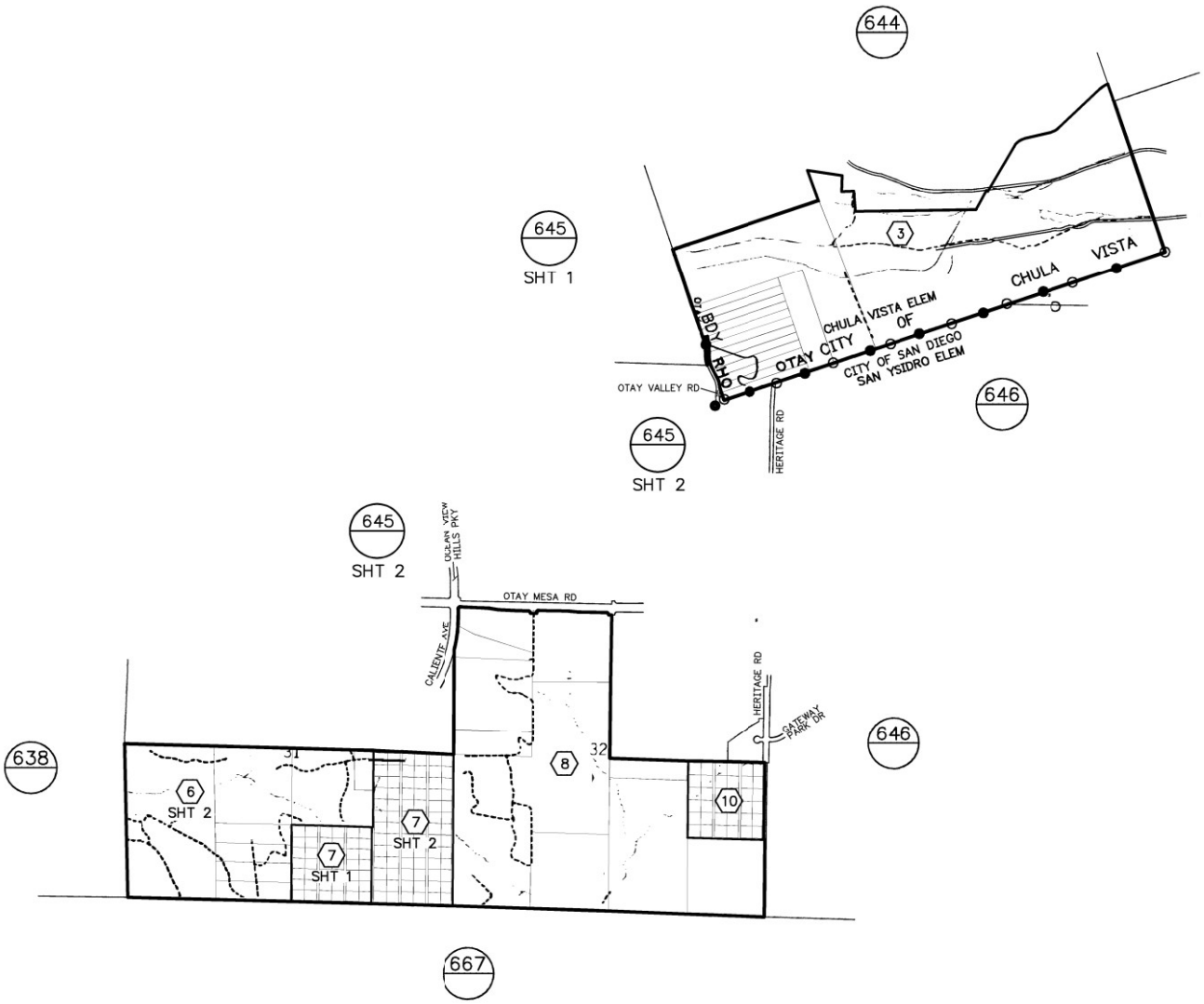
645–INDEX
SHT 3 OF 3

7/21/2008 AJR

1"=2000'

N

76 C #10054



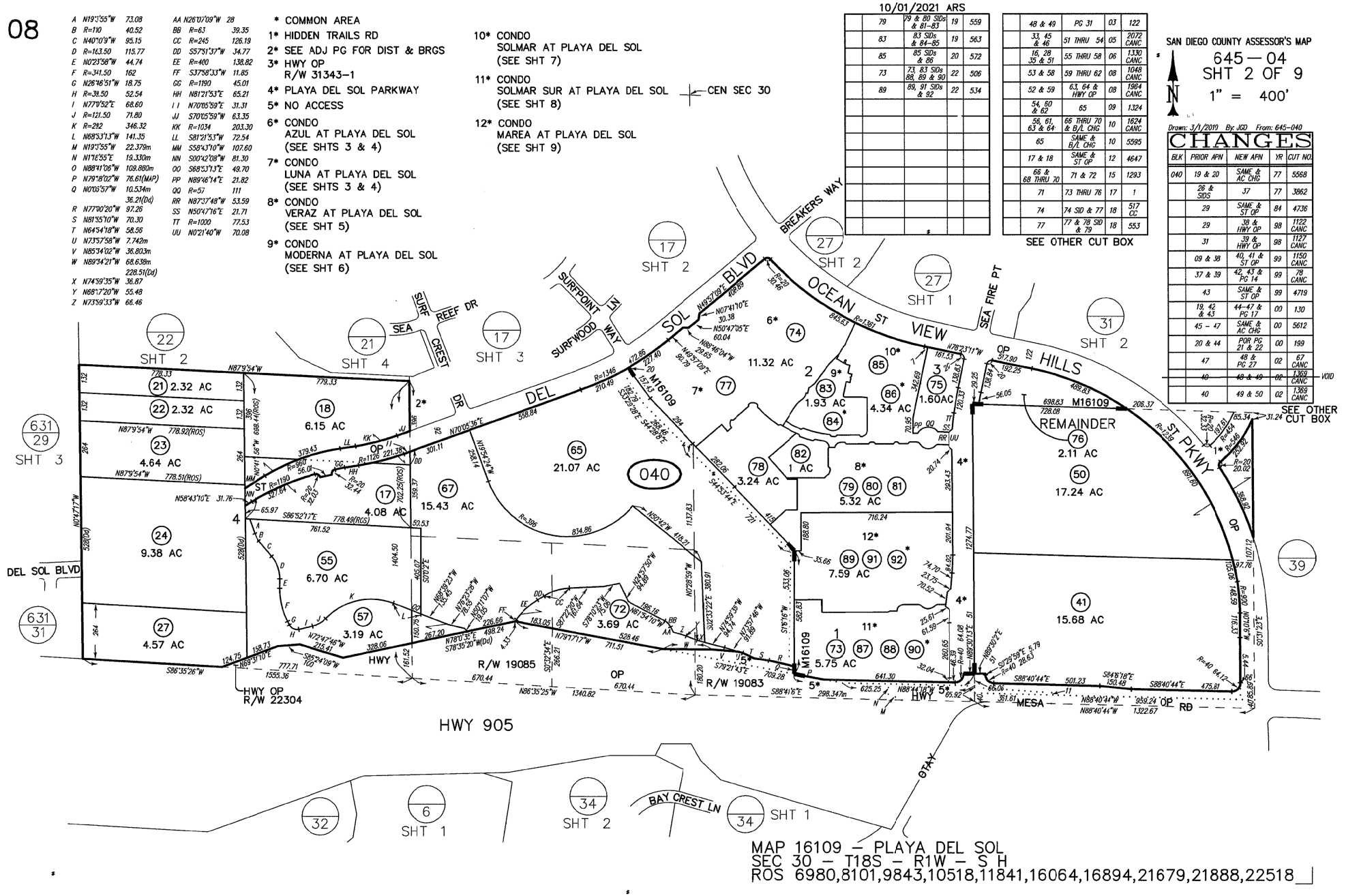
Page 286 of 390

J.A. 7-3-75

12-1 SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 645 INDEX SHT 3 OF 3

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

RANCHO OTAY
T–18S–R1W



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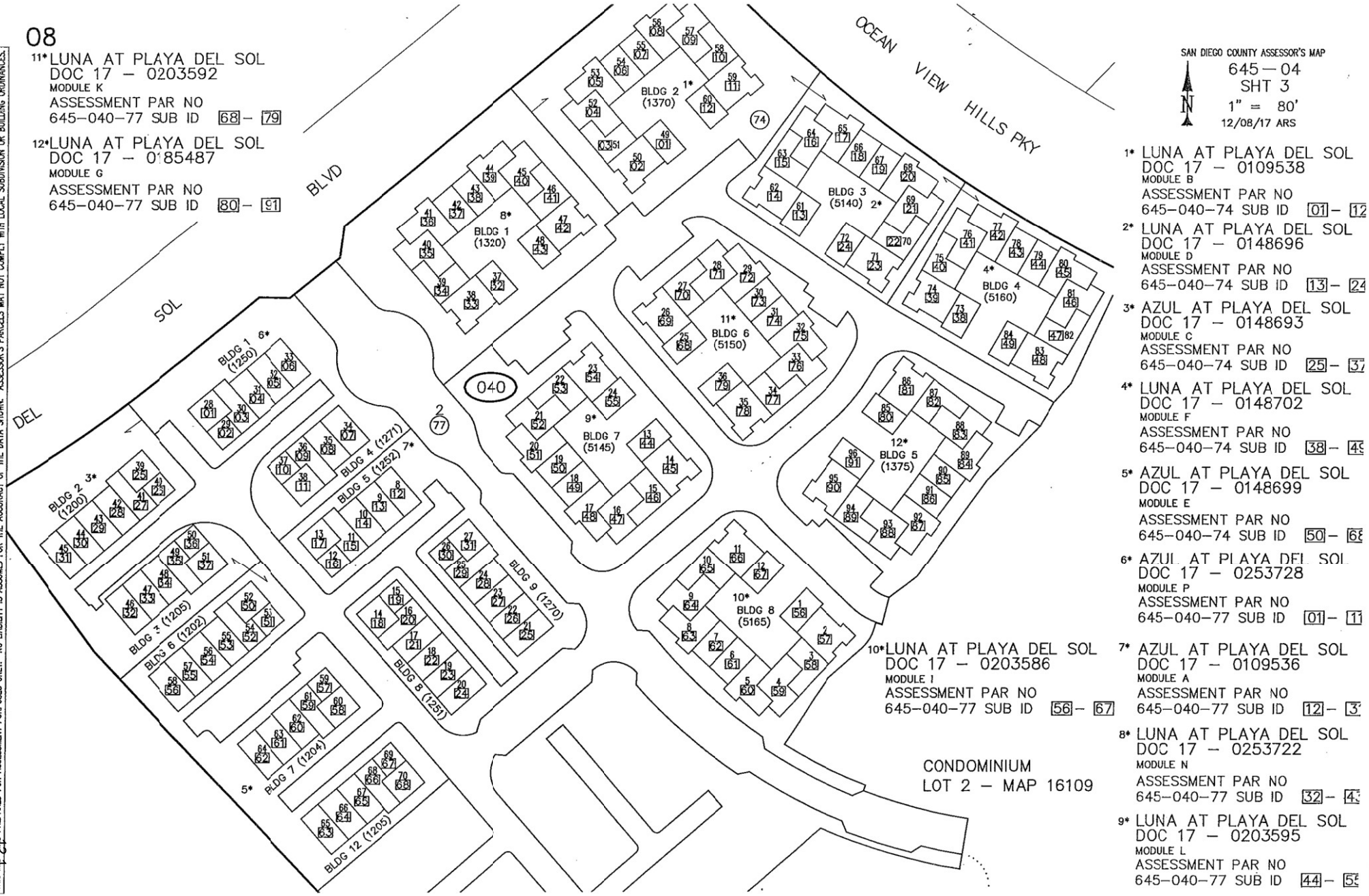
MAP 16109 — PLAYA DEL SOL
SEC 30 — T18S — R1W — S H
ROS 6980,8101,9843,10518,11841,16064,16894,21679,21888,22518



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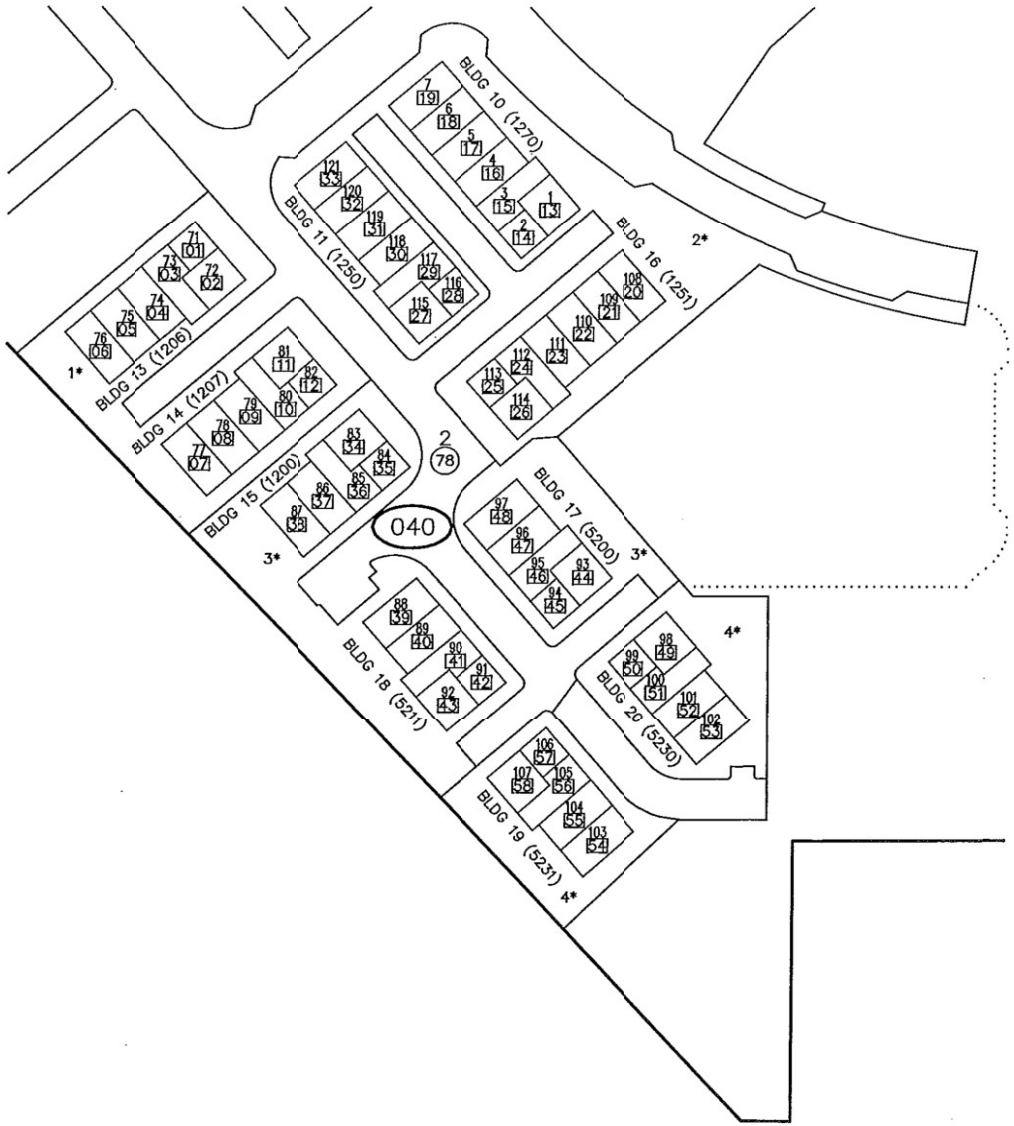
08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 4
1" = 80'
12/08/17 ARS

1* AZUL AT PLAYA DEL SOL
DOC 17 – 0185484
MODULE H
ASSESSMENT PAR NO
645–040–78 SUB ID [01]– [12]

2* AZUL AT PLAYA DEL SOL
DOC 17 – 0203589
MODULE J
ASSESSMENT PAR NO
645–040–78 SUB ID [13]– [33]

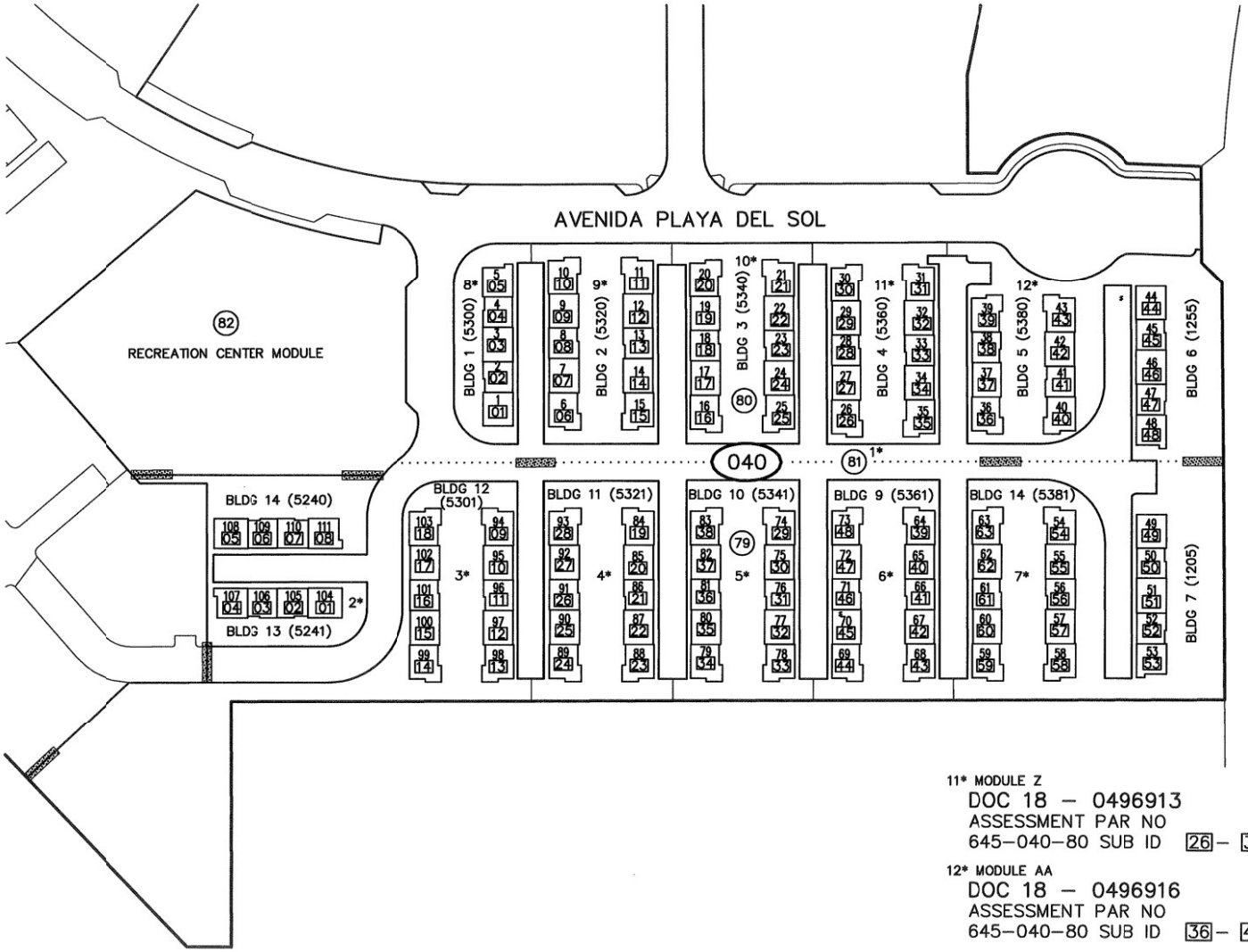
3* AZUL AT PLAYA DEL SOL
DOC 17 – 0253719
MODULE M
ASSESSMENT PAR NO
645–040–78 SUB ID [34]– [48]

4* AZUL AT PLAYA DEL SOL
DOC 17 – 0253725
MODULE O
ASSESSMENT PAR NO
645–040–78 SUB ID [49]– [58]

CONDOMINIUM
LOT 2 – MAP 16109

THIS DATA WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 5
1" = 80'
04/05/19 ARS

VERAZ AT PLAYA DEL SOL
LOT 2 – MAP 16160

1* COMMON AREA

2* MODULE CC
DOC 18 – 0498174
ASSESSMENT PAR NO
645–040–79 SUB ID [01]– [08]

3* MODULE Q
DOC 18 – 0436760
ASSESSMENT PAR NO
645–040–79 SUB ID [09]– [18]

4* MODULE S
DOC 18 – 0436764
ASSESSMENT PAR NO
645–040–79 SUB ID [19]– [28]

5* MODULE W
DOC 18 – 0436767
ASSESSMENT PAR NO
645–040–79 SUB ID [29]– [38]

6* MODULE Y
DOC 18 – 0496910
ASSESSMENT PAR NO
645–040–79 SUB ID [39]– [48]

7* MODULE BB
DOC 18 – 0496919
ASSESSMENT PAR NO
645–040–79 SUB ID [49]– [63]

8* MODULE EE
DOC 18 – 0498180
ASSESSMENT PAR NO
645–040–80 SUB ID [01]– [05]

9* MODULE DD
DOC 18 – 0498177
ASSESSMENT PAR NO
645–040–80 SUB ID [06]– [15]

10* MODULE X
DOC 18 – 0496907
ASSESSMENT PAR NO
645–040–80 SUB ID [16]– [25]

11* MODULE Z
DOC 18 – 0496913
ASSESSMENT PAR NO
645–040–80 SUB ID [26]– [35]

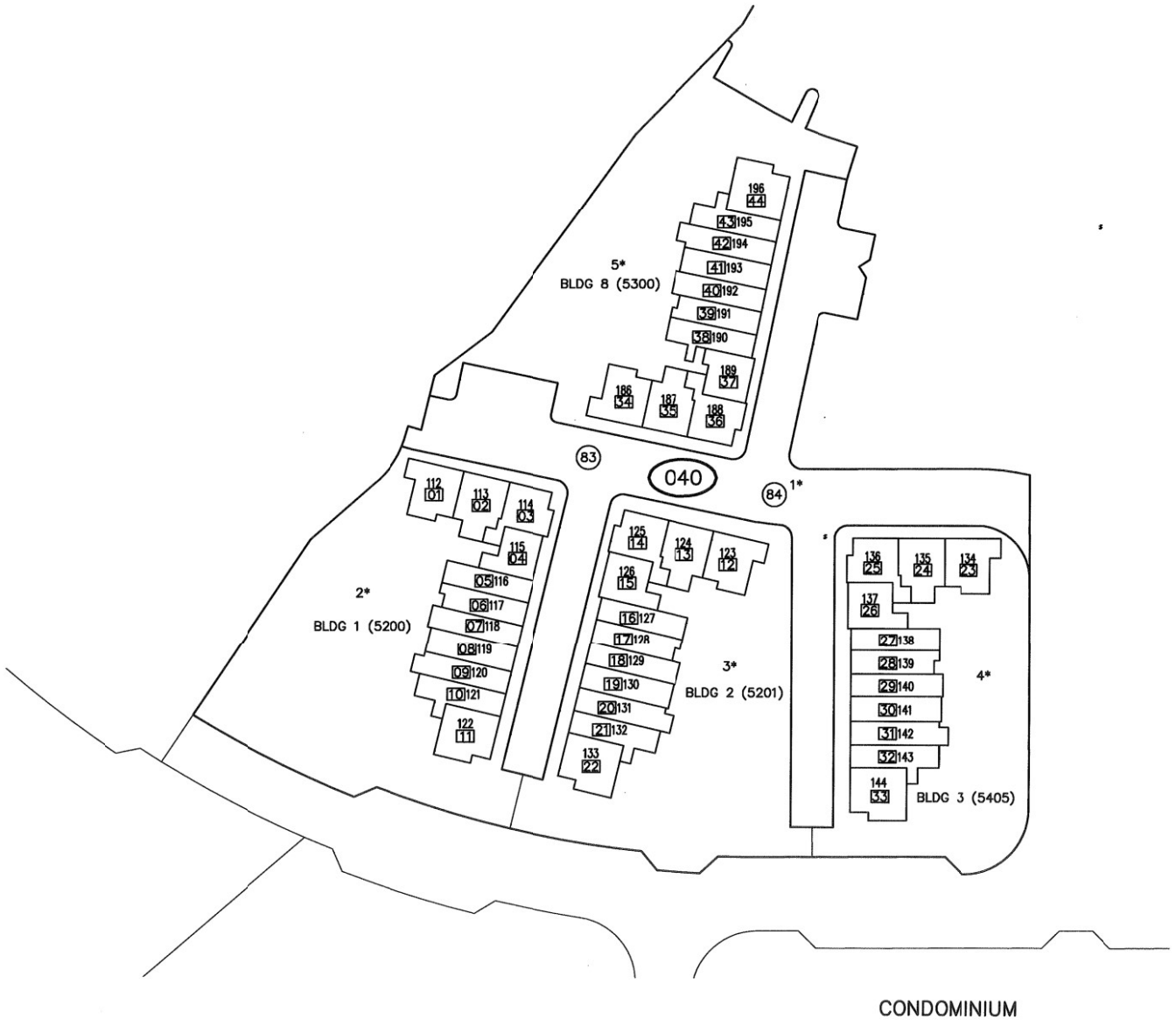
12* MODULE AA
DOC 18 – 0496916
ASSESSMENT PAR NO
645–040–80 SUB ID [36]– [48]

CONDOMINIUM

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 6
1" = 50'
04/18/19 ARS



CONDOMINIUM

MODERNA AT PLAYA DEL SOL
LOT 2 – MAP 16160

1* COMMON AREA

2* MODULE R
DOC 18 – 0436751
ASSESSMENT PAR NO
645–040–83 SUB ID 01 – 11

3* MODULE U
DOC 18 – 0436757
ASSESSMENT PAR NO
645–040–83 SUB ID 12 – 22

4* MODULE V
DOC 18 – 0495505
ASSESSMENT PAR NO
645–040–83 SUB ID 23 – 33

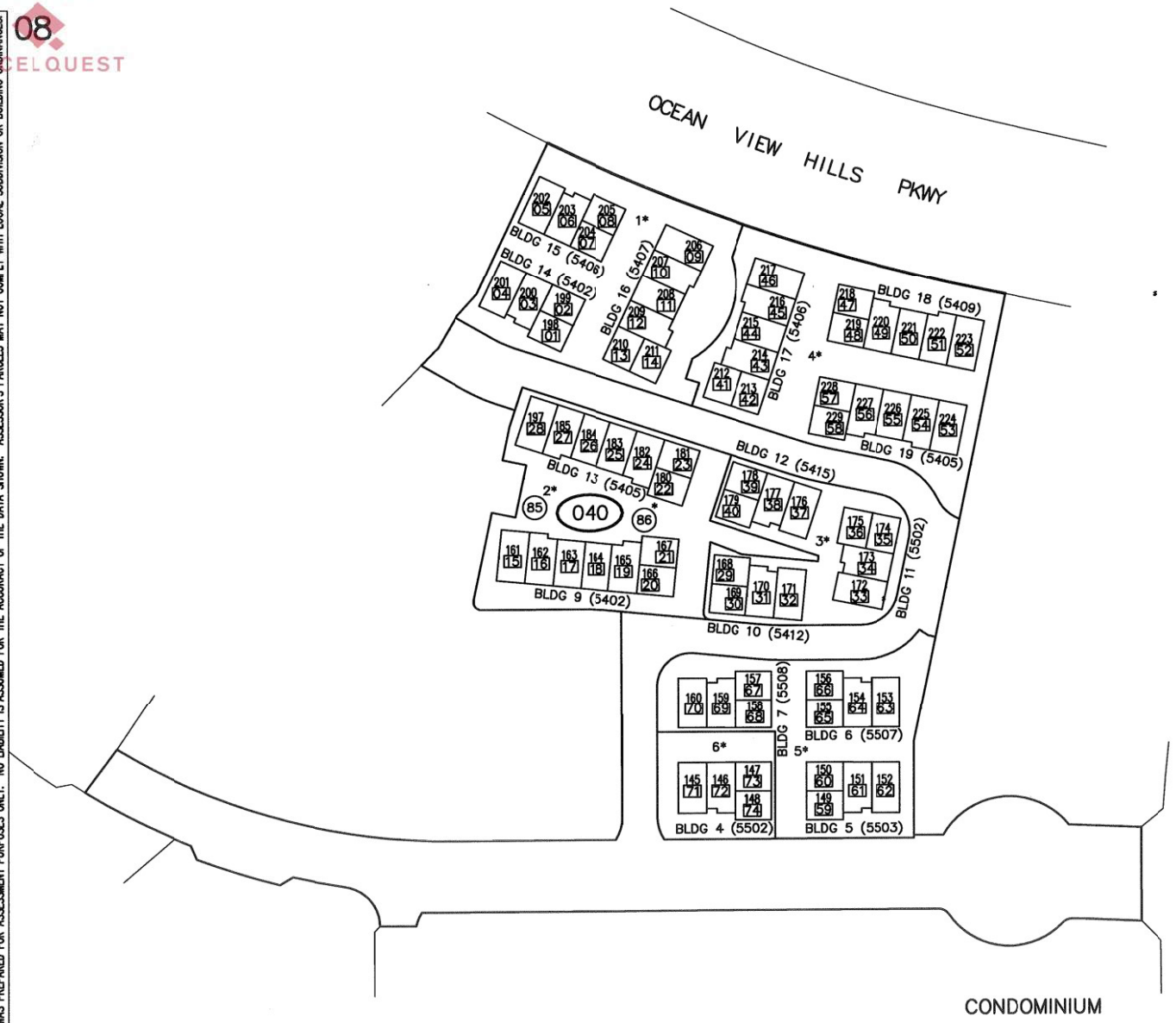
5* MODULE T
DOC 18 – 0436754
ASSESSMENT PAR NO
645–040–83 SUB ID 34 – 44

Provided by:
08
PARCELQUEST

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 7
1" = 80'

Drawn: 02/21/2020 By: SORIANO



SOLMAR AT PLAYA DEL SOL
LOT 2 — MAP 16109

* COMMON AREA

1* MODULE FF
DOC 19 — 0279719
ASSESSMENT PAR NO
645-040-85 SUB ID 01 — 14

2* MODULE GG
DOC 19 — 0279720
ASSESSMENT PAR NO
645-040-85 SUB ID 15 — 28

3* MODULE HH
DOC 19 — 0279721
ASSESSMENT PAR NO
645-040-85 SUB ID 29 — 40

4* MODULE II
DOC 19 — 0279722
ASSESSMENT PAR NO
645-040-85 SUB ID 41 — 58

5* MODULE JJ
DOC 19 — 0279723
ASSESSMENT PAR NO
645-040-85 SUB ID 59 — 70

6* MODULE KK
DOC 19 — 0279724
ASSESSMENT PAR NO
645-040-85 SUB ID 71 — 74

Provided by:
08
PARCELQUEST

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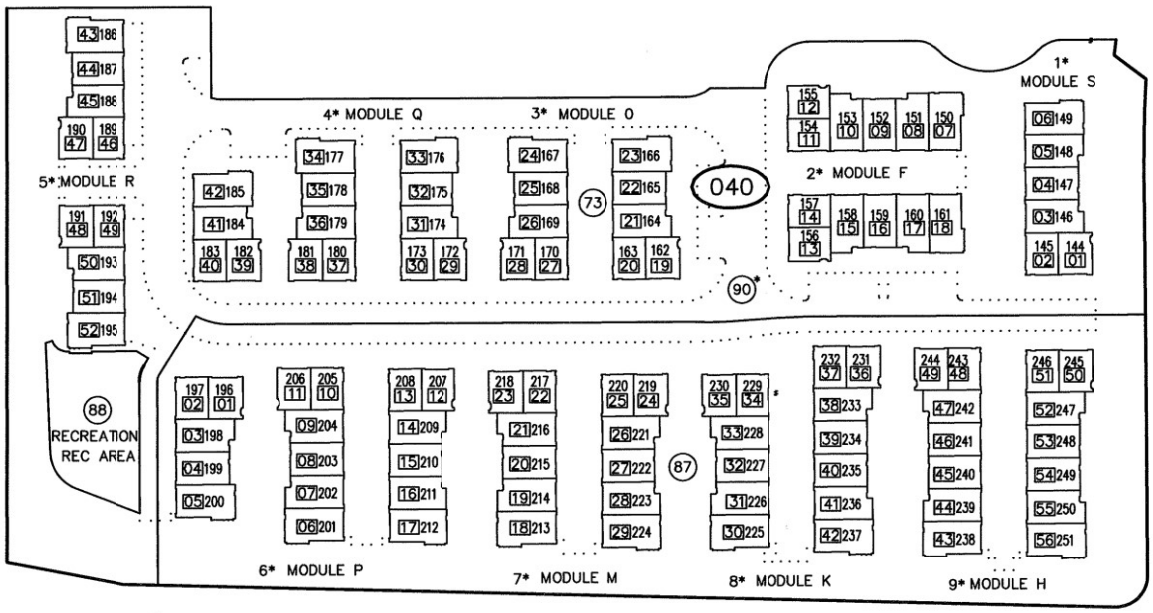
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 04
SHT 8
1" = 80'
Drawn: 07/06/2021 By: ARS



CONDOMINIUM

SOLMAR AT PLAYA DEL SOL
MODULES F,H,K,M,O,P,Q,R,S
LOT 1, MAP 16233

* COMMON AREA

1* MODULE S
DOC 2020 – 0171957
ASSESSMENT PAR NO
645–040–73 SUB ID [01] – [06]

2* MODULE F
DOC 2020 – 0179610
ASSESSMENT PAR NO
645–040–73 SUB ID [07] – [18]

3* MODULE O
DOC 2020 – 0244169
ASSESSMENT PAR NO
645–040–73 SUB ID [19] – [28]

4* MODULE Q
DOC 2020 – 0244175
ASSESSMENT PAR NO
645–040–73 SUB ID [29] – [38]

5* MODULE R
DOC 2020 – 0257287
ASSESSMENT PAR NO
645–040–73 SUB ID [39] – [52]

6* MODULE P
DOC 2020 – 0244172
ASSESSMENT PAR NO
645–040–87 SUB ID [01] – [17]

7* MODULE M
DOC 2020 – 0244166
ASSESSMENT PAR NO
645–040–87 SUB ID [18] – [29]

8* MODULE K
DOC 2020 – 0179613
ASSESSMENT PAR NO
645–040–87 SUB ID [30] – [42]

9* MODULE H
DOC 2020 – 0183922
ASSESSMENT PAR NO
645–040–87 SUB ID [43] – [56]

Provided by:
PARCELQUEST

08

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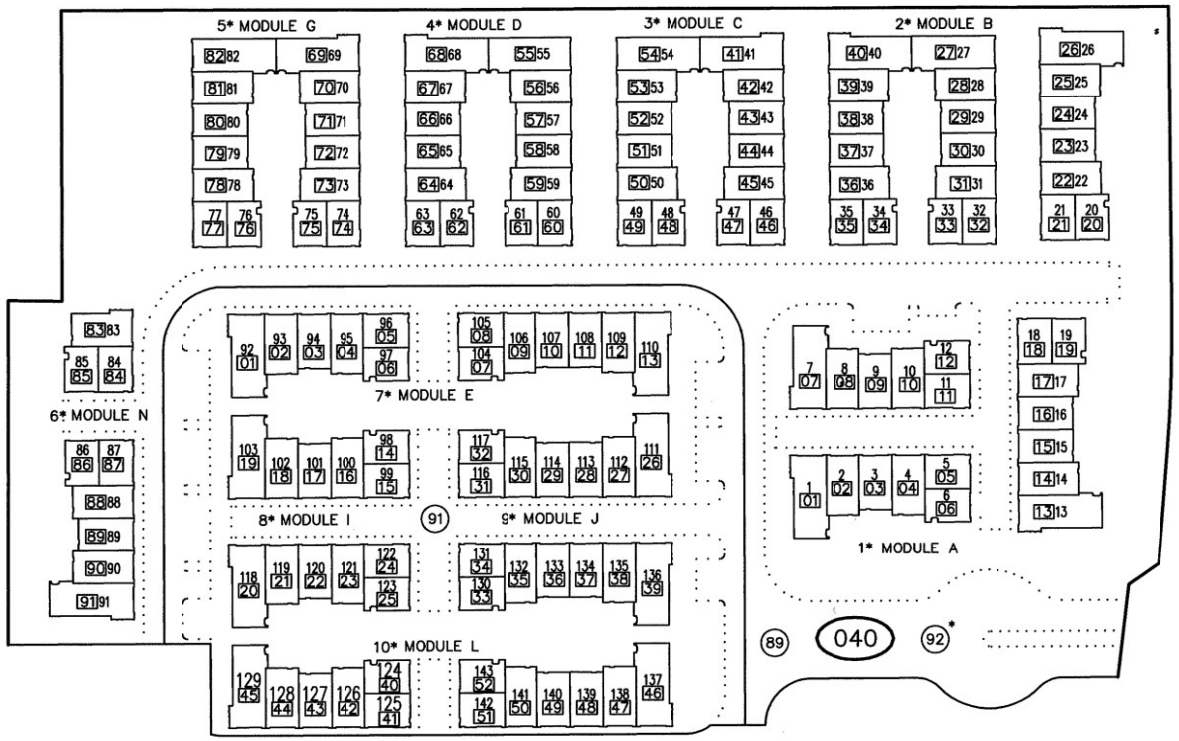
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 9
1" = 80'
Drawn: 08/18/2021 By: ARS



CONDOMINIUM

MAREA AT PLAYA DEL SOL
MODULES A, B, C, D, G, E, I, J, L, N
LOT 1, MAP 16109

* COMMON AREA

1* MODULE A
DOC 2020 – 0162481
ASSESSMENT PAR NO
645–040–89 SUB ID [01] – [19]

2* MODULE B
DOC 2020 – 0179601
ASSESSMENT PAR NO
645–040–89 SUB ID [20] – [40]

3* MODULE C
DOC 2020 – 0179604
ASSESSMENT PAR NO
645–040–89 SUB ID [41] – [54]

4* MODULE D
DOC 2020 – 0179607
ASSESSMENT PAR NO
645–040–89 SUB ID [55] – [68]

5* MODULE G
DOC 2020 – 0244065
ASSESSMENT PAR NO
645–040–89 SUB ID [69] – [82]

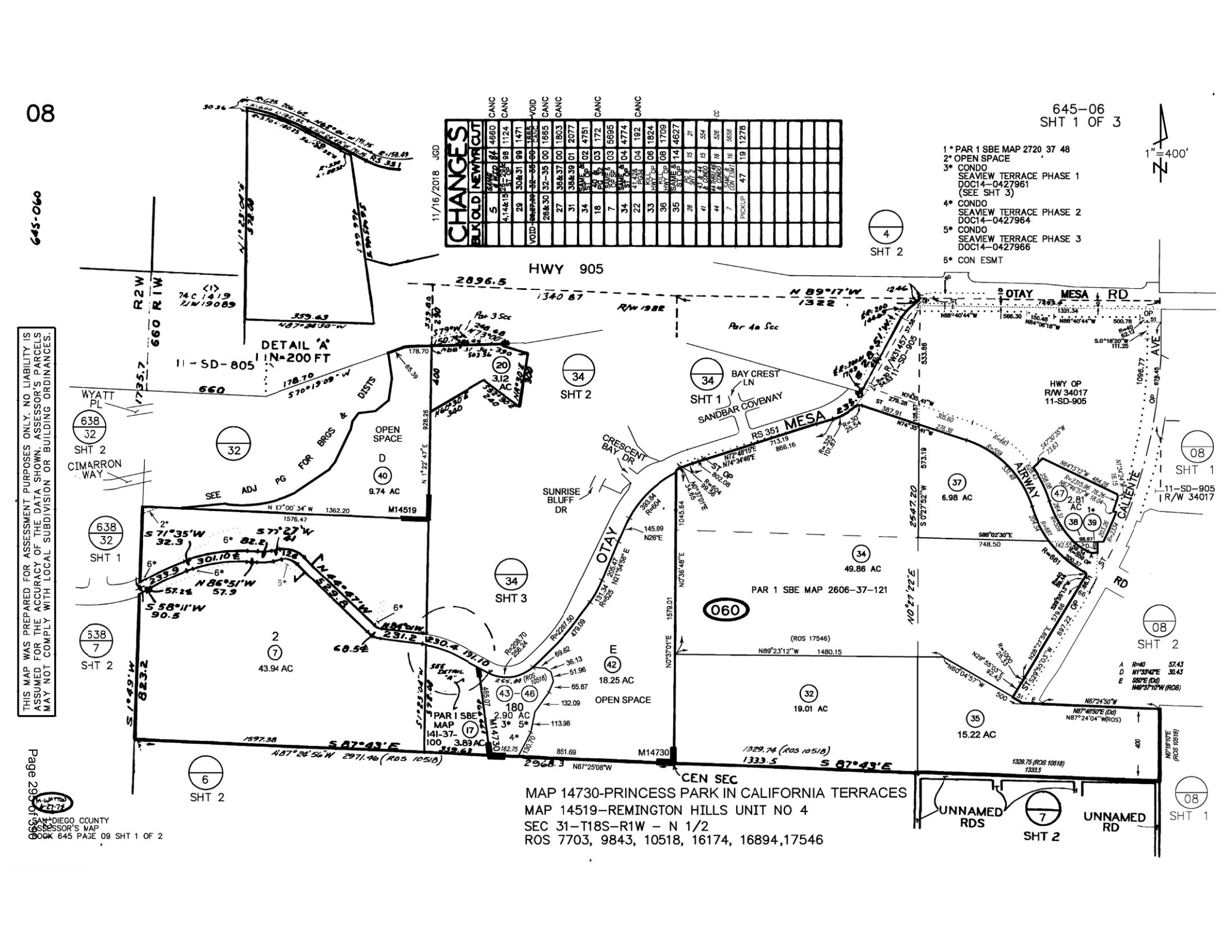
6* MODULE N
DOC 2020 – 0257293
ASSESSMENT PAR NO
645–040–89 SUB ID [83] – [91]

7* MODULE E
DOC 2020 – 0244062
ASSESSMENT PAR NO
645–040–91 SUB ID [01] – [13]

8* MODULE I
DOC 2020 – 0244068
ASSESSMENT PAR NO
645–040–91 SUB ID [14] – [25]

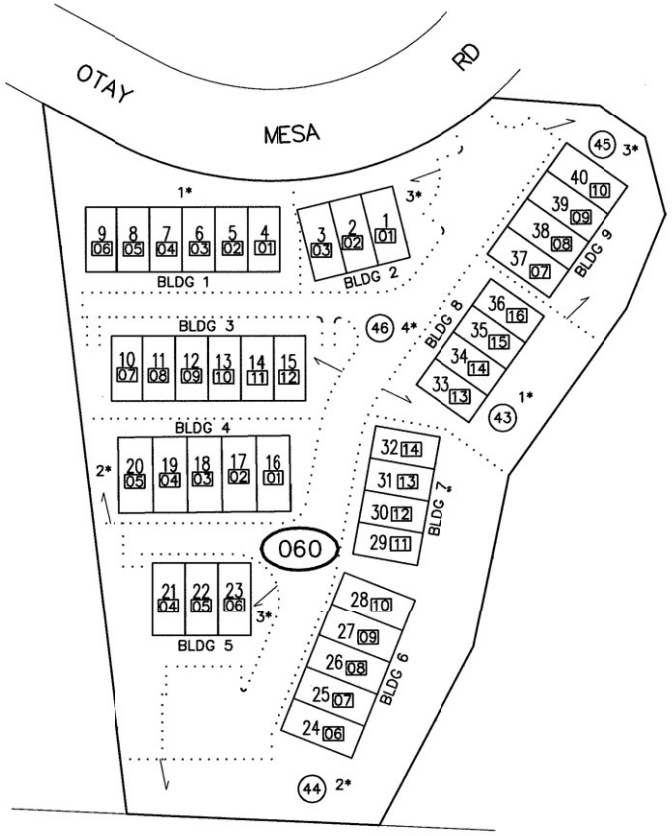
9* MODULE J
DOC 2020 – 0244071
ASSESSMENT PAR NO
645–040–91 SUB ID [26] – [39]

10* MODULE L
DOC 2020 – 0257290
ASSESSMENT PAR NO
645–040–91 SUB ID [40] – [52]


08
645-060
645-06
SHT 1 OF 3
1"=400'
CHANGES
11/16/2018 JGD
1 * PAR 1 SBE MAP 2720 37 48
2* OPEN SPACE
3* CONDO SEAVIEW TERRACE PHASE 1 DOC14-0427961 (SEE SHT 3)
4* CONDO SEAVIEW TERRACE PHASE 2 DOC14-0427964
5* CONDO SEAVIEW TERRACE PHASE 3 DOC14-0427966
6* CON ESMT
HWY 905
OTAY MESA RD
DETAIL 'A' 1 IN=200 FT
11-SD-805
WYATT PL
CIMARRON WAY
SEE ADJ PG FOR BRGS & DISTS
OPEN SPACE
9.74 AC
3.12 AC
BAY CREST LN
SANDBAR COVEWAY
CRESCENT BAY DR
SUNRISE BLUFF DR
OTAY MESA RD
HWY OP R/W 34017 11-SD-905
AIRWAY
CALIENTE
6.98 AC
2.81 AC
49.86 AC
PAR 1 SBE MAP 2606-37-121
060
43.94 AC
18.25 AC
OPEN SPACE
2.90 AC
3.89 AC
19.01 AC
15.22 AC
UNNAMED RDS
UNNAMED RD
CEN SEC
MAP 14730-PRINCESS PARK IN CALIFORNIA TERRACES
MAP 14519-REMINGTON HILLS UNIT NO 4
SEC 31-T18S-R1W - N 1/2
ROS 7703, 9843, 10518, 16174, 16894,17546
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 645 PAGE 09 SHT 1 OF 2
Page 295 of 599

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 06
SHT 3
1" = 80'
11/16/15 JMA
Drawn: 02/05/15 By: JG



1* SEAVIEW TERRACE PHASE 1
DOC 14 – 0427961
LOT 180, MAP 14730

ASSESSMENT PAR NO
645–060–43 SUB ID 01 – 16

2* SEAVIEW TERRACE PHASE 2
DOC 14 – 0427964
LOT 180, MAP 14730

ASSESSMENT PAR NO
645–060–44 SUB ID 01 – 14

3* SEAVIEW TERRACE PHASE 3
DOC 14 – 0427966
LOT 180, MAP 14730

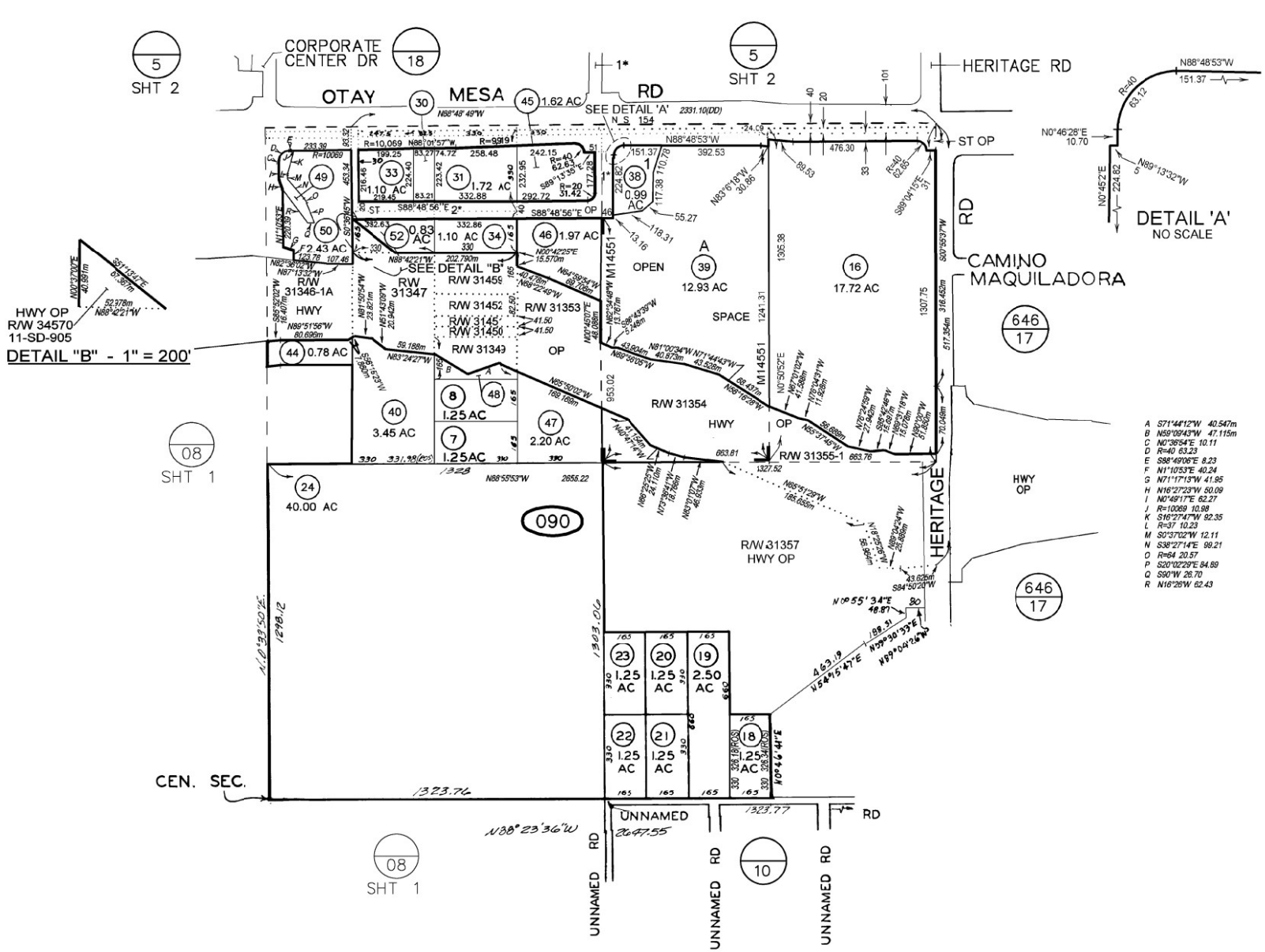
ASSESSMENT PAR NO
645–060–45 SUB ID 01 – 10

4* COMMON AREA

CONDOMINIUM

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

645-09



7/9/19 AAA

CHANGES					
BLK	OLD	NEW	YR	CUT	
090	2&5	25-27	65	5342	
	3&4 & 14&25	SAME & WID	84	4659	CANC
	1	SAME & WED	84	4660	CANC
	27	SAME & WID	84	4699	CANC
	15&16	SAME & WED	84	4736	
	17	ST OP & 28	84	2478	
	28	29 & 646 /20-13 & M	89	118	
	3,4,14& 25-27	30-35& ST OP	98	1103	CANC
	1	36 & ST OP	98	1124	CANC
	15	37 & ST OP	98	1127	CANC
	16	SAME & ST OP	03	4801	
	37	38 & 39	04	13	
	13	KILL HWY OP	06	1620	
	39	SAME & OP SP	06	5582	
	10&11	KILL HWY OP	06	1649	
	12&29	KILL HWY OP	06	2008	
	6	40 & HWY OP	07	1096	CANC
	32	41 & HWY OP	09	1413	CANC
	16&39	SAME & HWY OP	10	4626	
	36	42-44 & HWY OP	10	1443	CANC
	41	45-47 & HWY OP	10	1444	CANC
	16&39	SAME&AC &DL CHG	10	5573	
	9	48 & HWY OP	10	1188	CANC
	42	49-51	11	1058	CANC
	35	52 & HWY OP	13	1308	CANC
	43&51	POR -080- 28&29	20	18	

1* INNOVATIVE DR
2* CAMINO MAQUILADORA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 645 PAGE 09

MAP 14551-OTAY CORPORATE CENTER SOUTH
SEC 32-T18S-R1W - NE 1/4
ROS 9843,10518,13736,16894,19446,21888

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 11
SHT 1 OF 4
1'' = 100'
08/15/00 AW
Drawn: 03/13/98 By: RJO From: 645-041

CHANGES

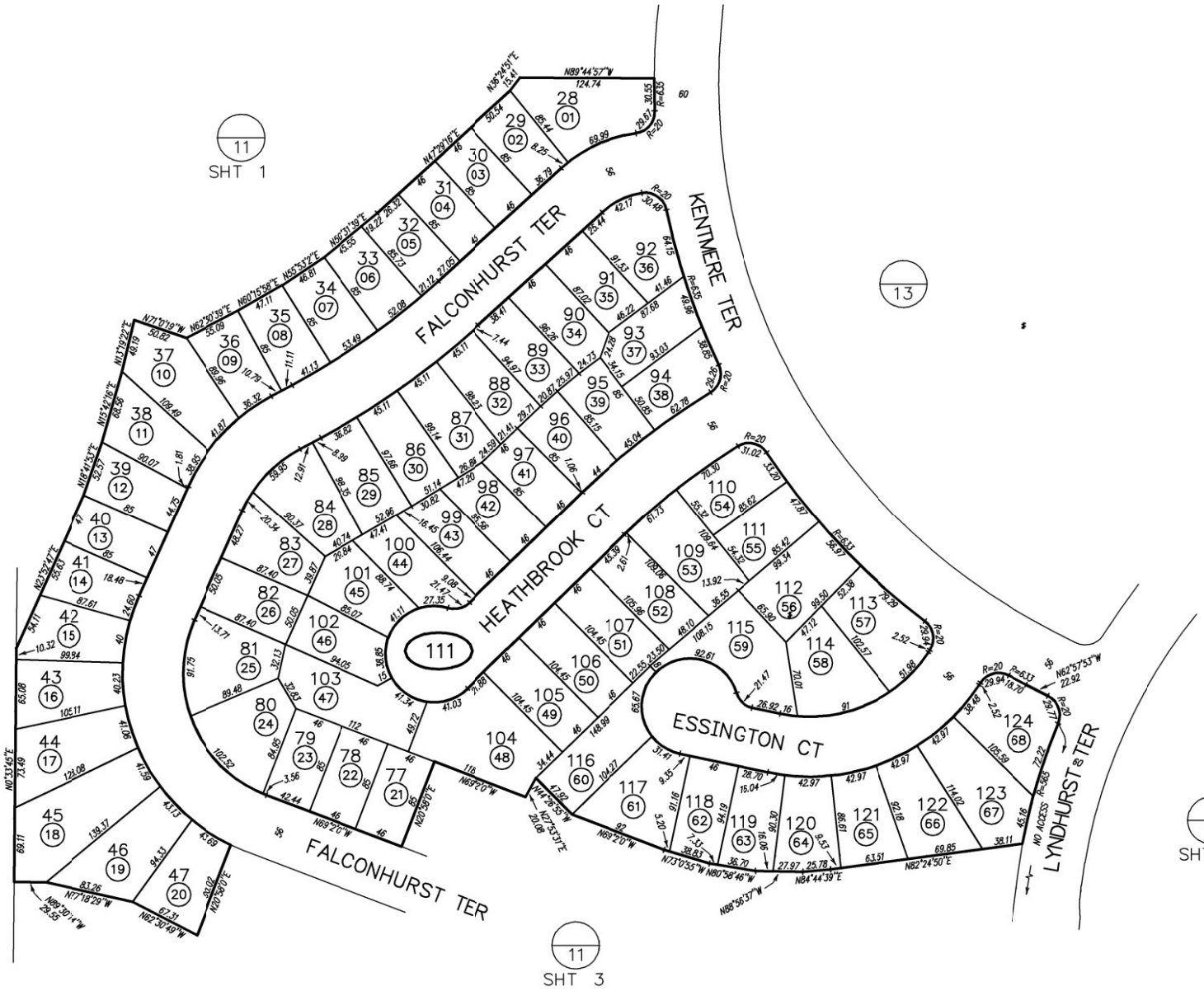
BLK	PRIOR APN	NEW APN	YR	CUT NO.
110		1 THRU 28	98	124 CANC
	06 & 07 & 11 & 12	29 THRU 32	01	1267

MAP 13530 — CALIFORNIA TERRACES NORTH PHASE UNIT 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

006-10-867-08-1
121

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 11
SHT 2 OF 4
N ✓ 1'' = 100'
09/29/98 JHH
Drawn: 03/13/98 By: RJO From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
111		1 THRU 68	98	124 CANC

MAP 13530 — CALIFORNIA TERRACES NORTH PHASE UNIT 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

121-1

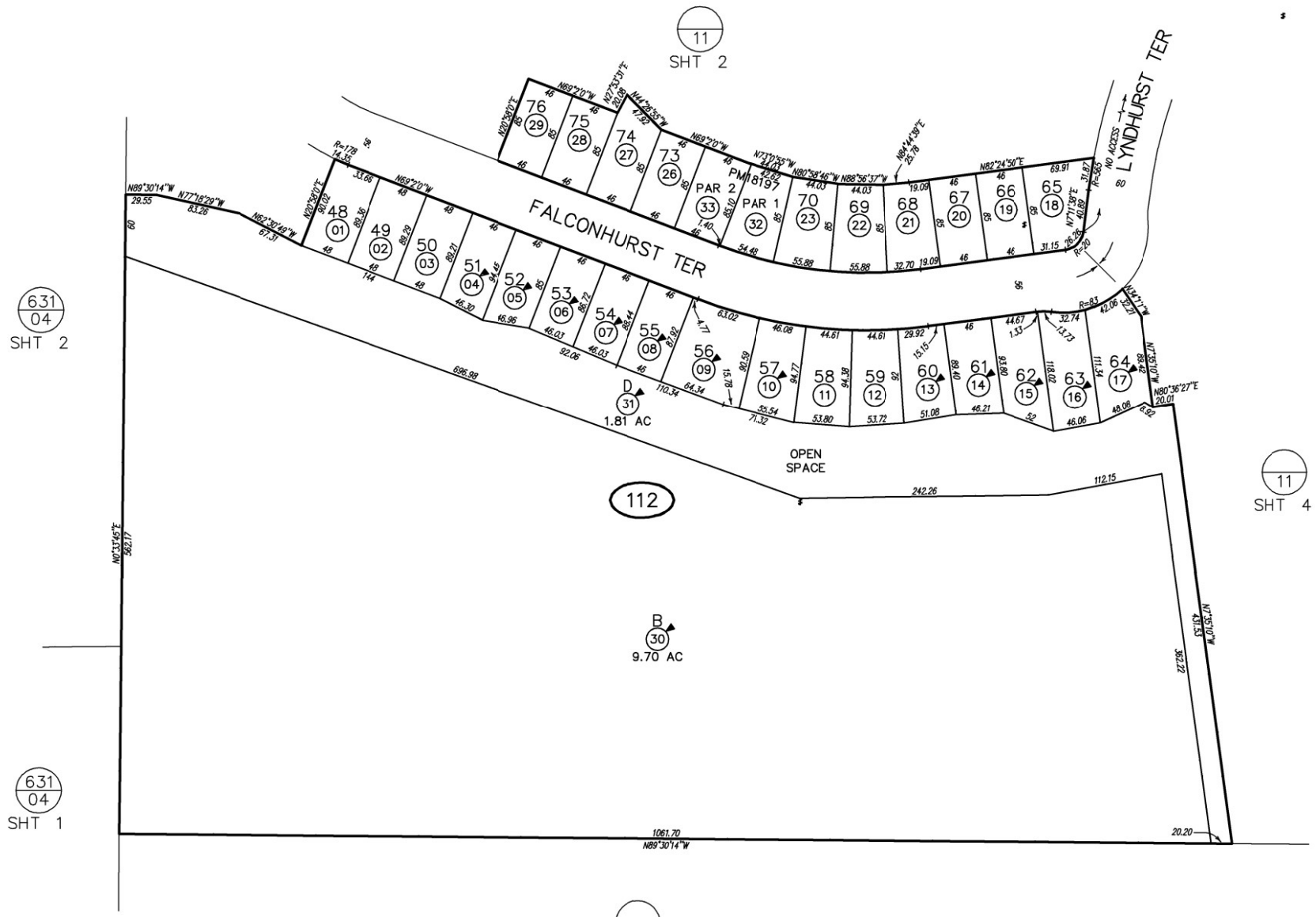
08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 11
SHT 3 OF 4
1'' = 100'
03/21/00 Bem ✓
Drawn: 03/13/98 By: RJD From: 645-041

CHANGES

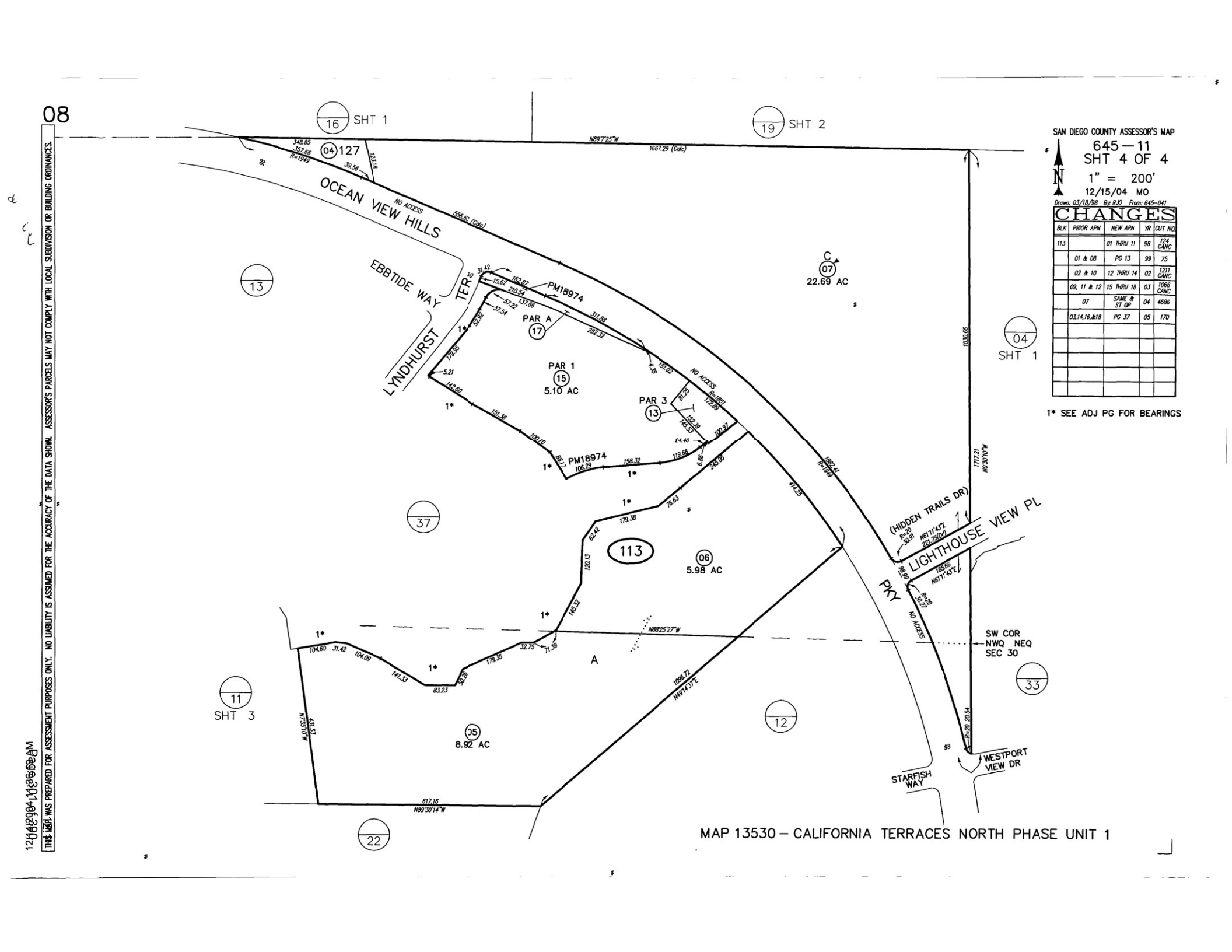
BLK	PRIOR APN	NEW APN	YR	CUT NO.
112		1 THRU 31	98	124 CANC
	24 & 25	32 & 33	00	1098



MAP 13530 — CALIFORNIA TERRACES NORTH PHASE UNIT 1

006-10-002-062
12-1

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 11
SHT 4 OF 4
N
1" = 200'
12/15/04 MO
Drawn: 03/18/98 By: RJO From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
113		01 THRU 11	98	124 CANC
	01 & 08	PG 13	99	75
	02 & 10	12 THRU 14	02	1211 CANC
	09, 11 & 12	15 THRU 18	03	1066 CANC
	07	SAME & ST GP	04	4686
	03,14,16,&18	PG 37	05	170

1* SEE ADJ PG FOR BEARINGS

MAP 13530 – CALIFORNIA TERRACES NORTH PHASE UNIT 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

12/16/2004 10:36:09 AM

08

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SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 12

N 1'' = 100'
03/21/00 Bem ✓
Drawn: 09/30/98 By: JHH From: 645-041

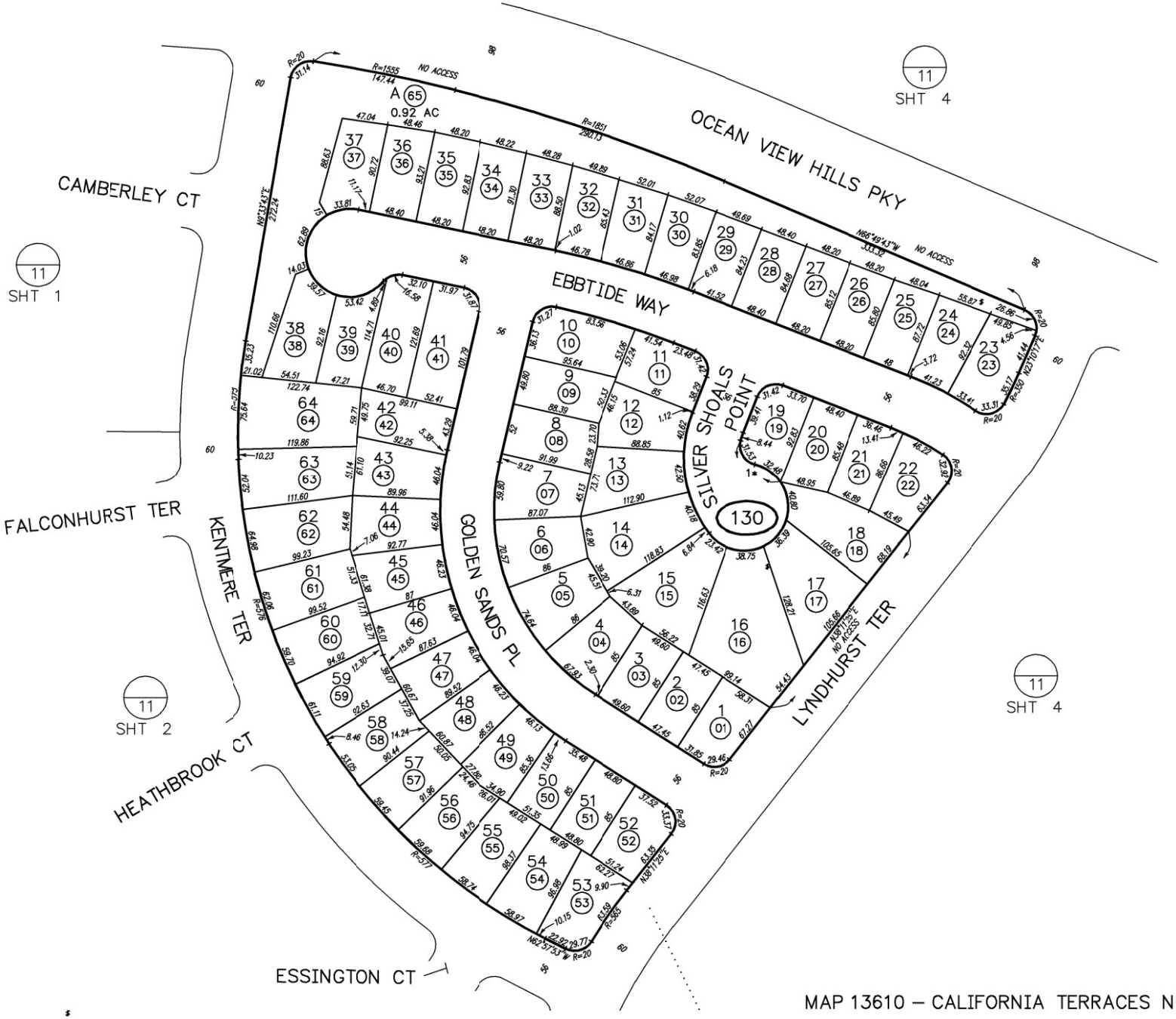
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
120		1 THRU 25	99	78 CANC

MAP 13614 — CALIFORNIA TERRACES UNIT NO 3A

006-10-706-06-01
12-1

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 13

N

1'' = 100'

09/15/99 JHH

Drawn: 09/29/98 By: JHH From: 645-113

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
130		1 THRU 65	99	75
	19 THRU 22	SAME & B/L CHNG	00	5556

MAP 13610 — CALIFORNIA TERRACES NORTH PHASE UNIT NO 2

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

12-1
000-10-600-868-1

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

05/13/2004 06:23:01 PM

SAN DIEGO COUNTY ASSESSOR'S MAP
645—14
SHT 1 OF 3
1" = 100'
05/13/04 ASF ✓
Drawn: 10/06/98 By: JHH From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO
140		1 THRU 53	99	78 CANC

1* PEDESTIAIN & NON-MOTOR VEHICULAR RIGHT OF WAY

DETAL "A"
SCALE 1"=50'

LOT A ASSESSED ON PG 14 SHT 2

LOT B ASSESSED ON PG 14 SHT 2

POR A

POR B

OPEN SPACE

STARFISH WAY

WESTPORT VIEW DR

SEAFIELD PL

SEA REEF DR

SEA REEF PL

OCEAN VIEW HILLS PKY

SEA DRIFT WAY

SURFWOOD LN

COVE VIEW WAY

SEE DETAIL "A"

22 SHT 1

12

04 SHT 1

14 SHT 2

14 SHT 3

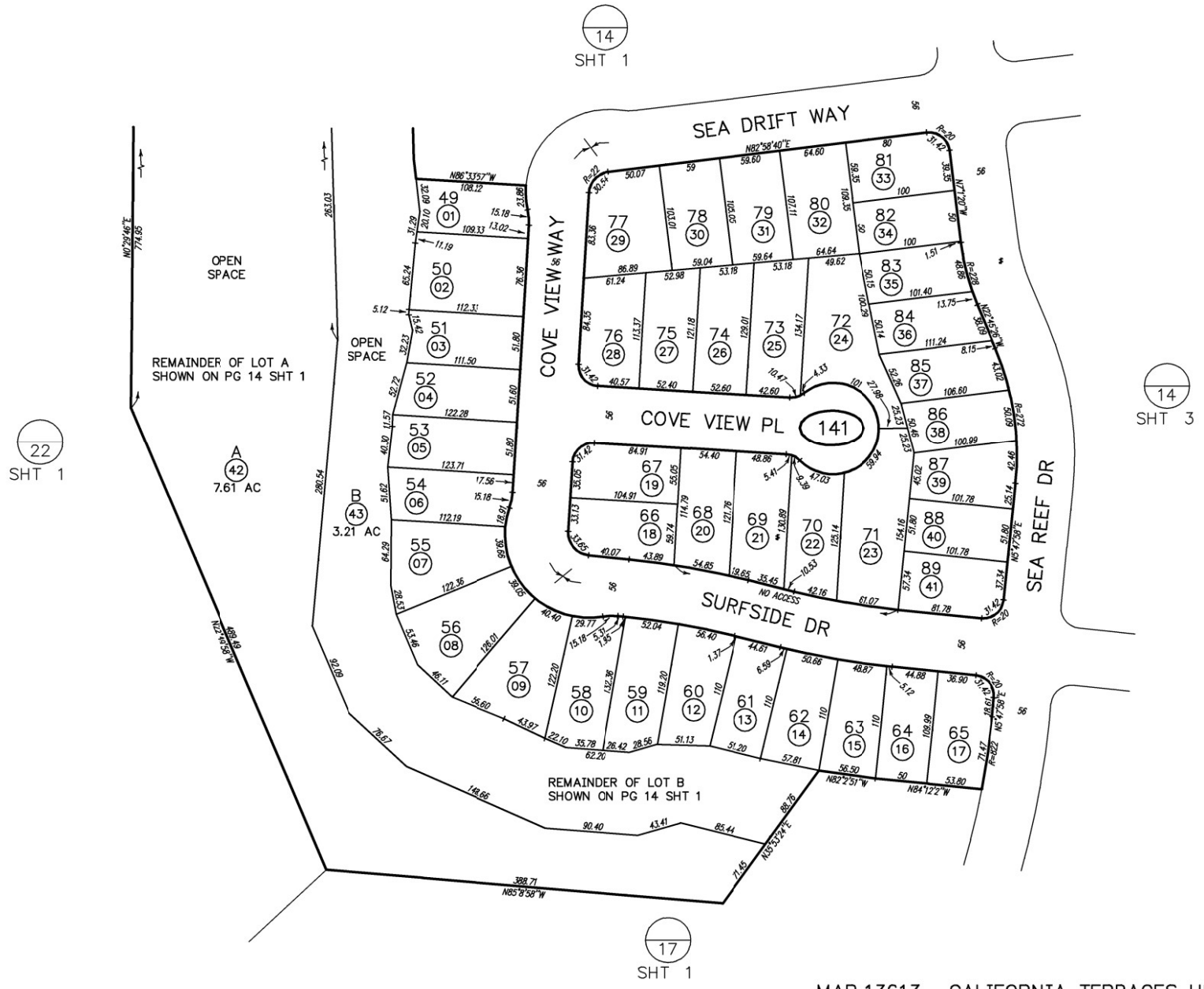
MAP 13613 — CALIFORNIA TERRACES UNIT NO 3B

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 14
SHT 2 OF 3
1'' = 100'
03/21/00 Bem ✓
Drawn: 10/06/98 By: JHH From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
141		1 THRU 43	99	78 CANC



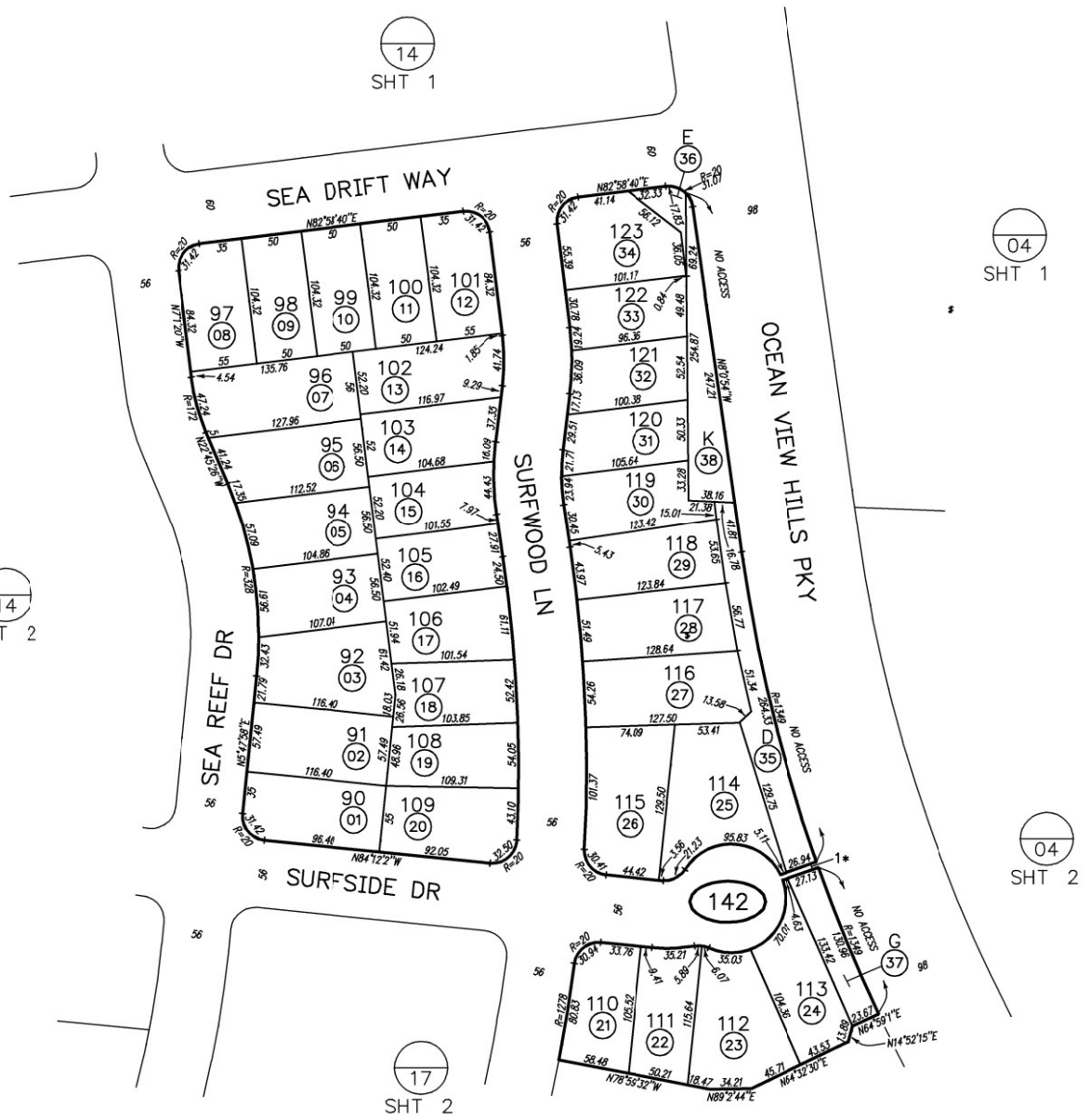
MAP 13613 — CALIFORNIA TERRACES UNIT NO 3B

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

006 10 006 08 02

12-1

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 14
SHT 3 OF 3
1'' = 100'
01/19/00 JGRO
Drawn: 10/07/98 By: JHH From: 645-041

CHANGES

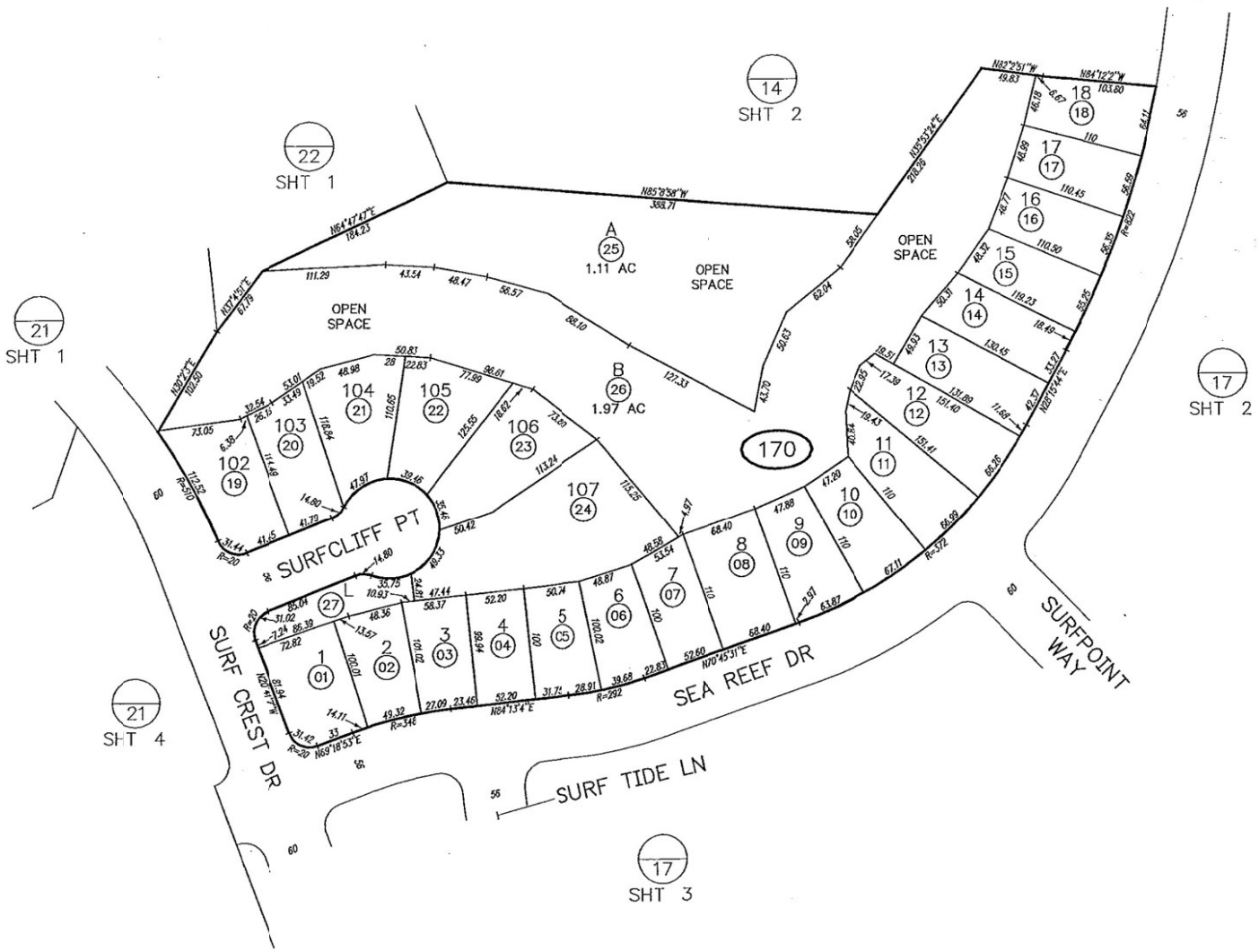
BLK	PRIOR APN	NEW APN	YR	CUT NO.
142		1 THRU 38	99	78 CANC

1* PEDESTRIAN & NON-MOTOR VEHICULAR RIGHT OF WAY

MAP 13613 — CALIFORNIA TERRACES UNIT NO 3B

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



SAN DIEGO COUNTY ASSESSOR'S MAP

645 – 17

SHT 1 OF 3

1" = 100'

03/21/00 Bern ✓

Drawn: 01/06/00 By: KRO From: 645-040

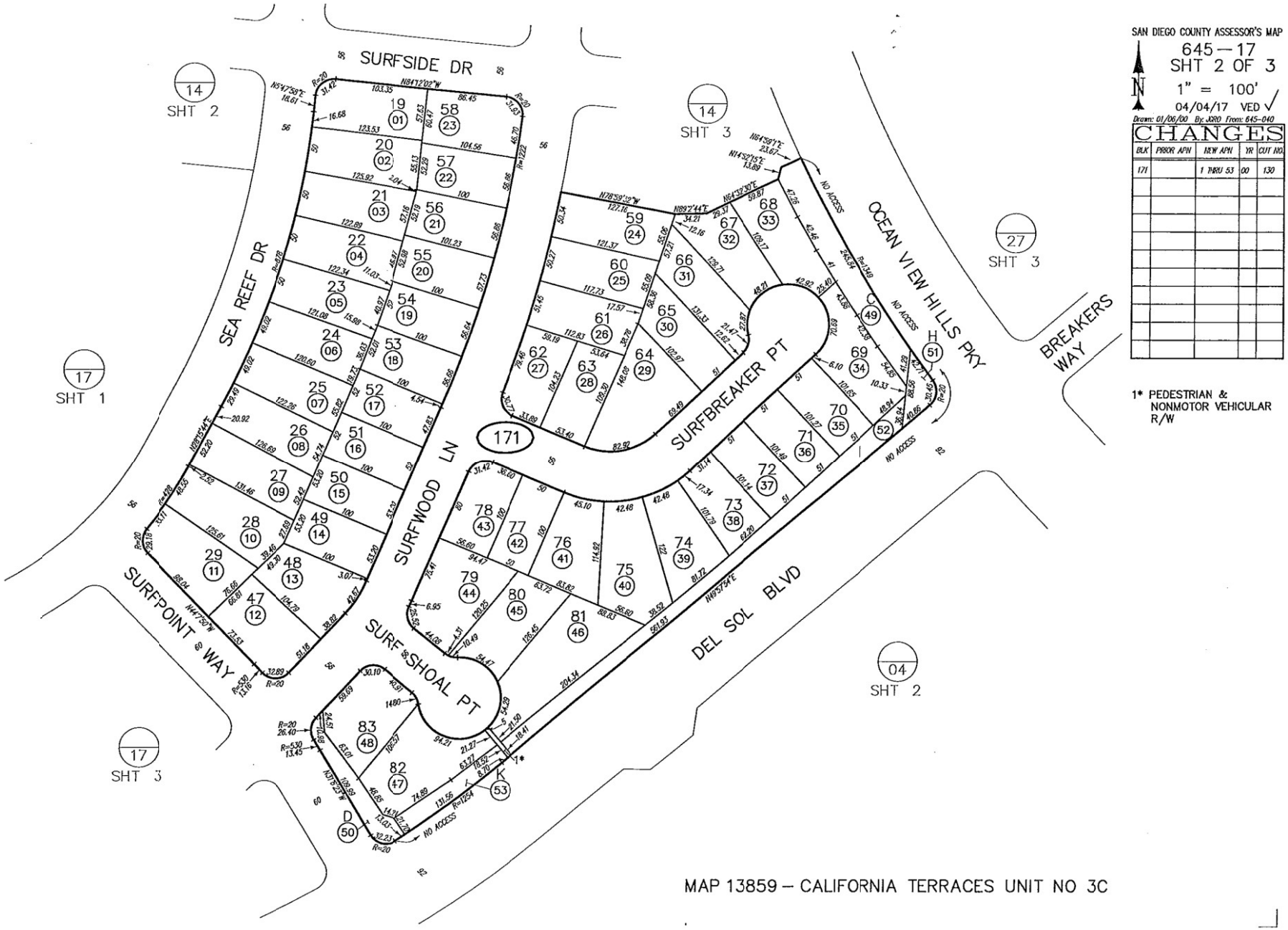
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
170		1 THRU 27	00	130

MAP 13859 – CALIFORNIA TERRACES UNIT NO 3C

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



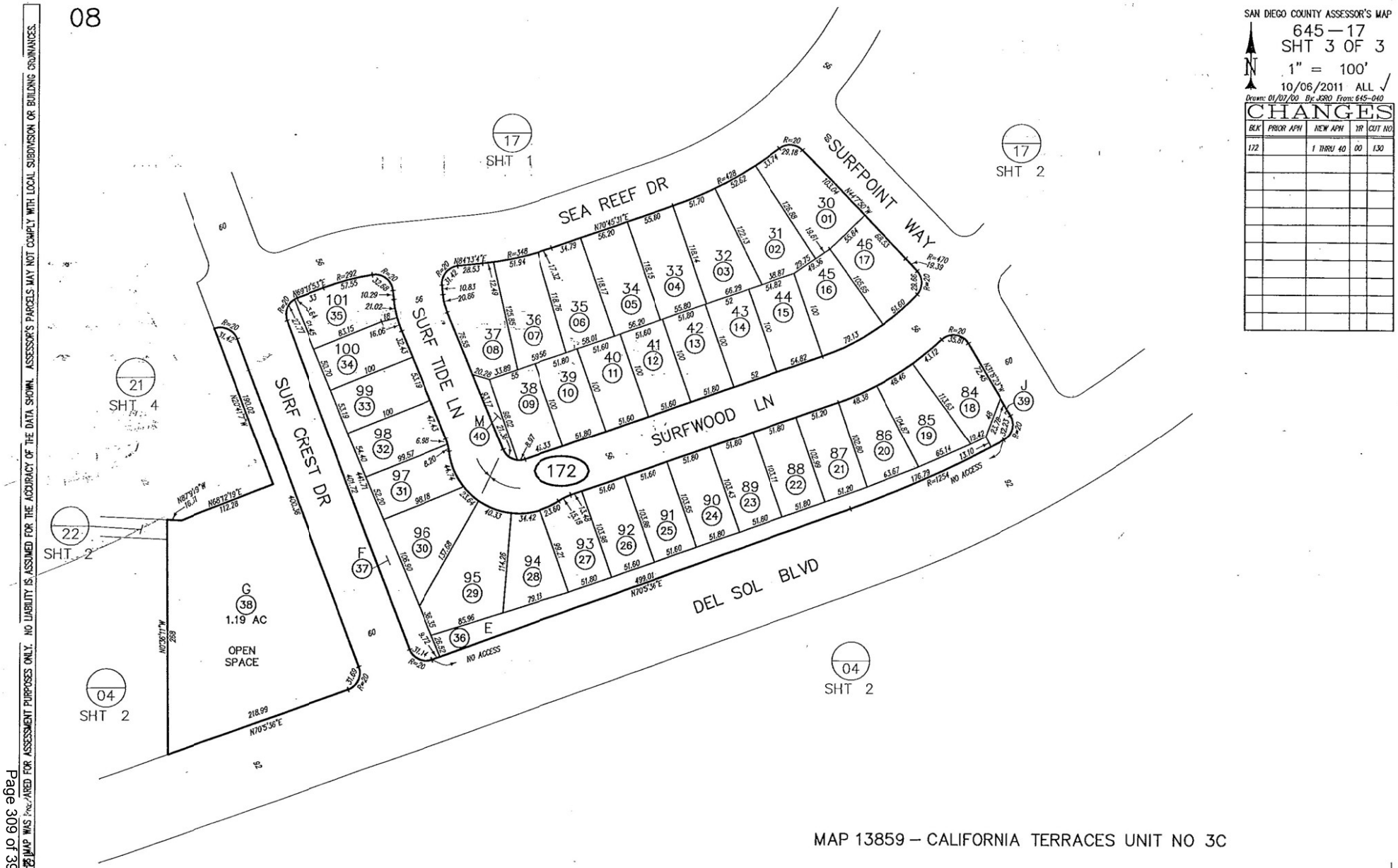
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 17
SHT 2 OF 3
N
1" = 100'
04/04/17 VED ✓
Drawn: 01/06/00 By: JRO From: 645-040

CHANGES				
BLK	PRIOR APN	NEW APN	YR	CUT NO.
171		1 THRU 53	00	130

1* PEDESTRIAN & NONMOTOR VEHICULAR R/W

MAP 13859 — CALIFORNIA TERRACES UNIT NO 3C

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 17
SHT 3 OF 3
1" = 100'
10/06/2011 ALL ✓
Drawn: 01/07/00 By: JSRO From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO
172		1 THRU 40	00	130

MAP 13859 – CALIFORNIA TERRACES UNIT NO 3C

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

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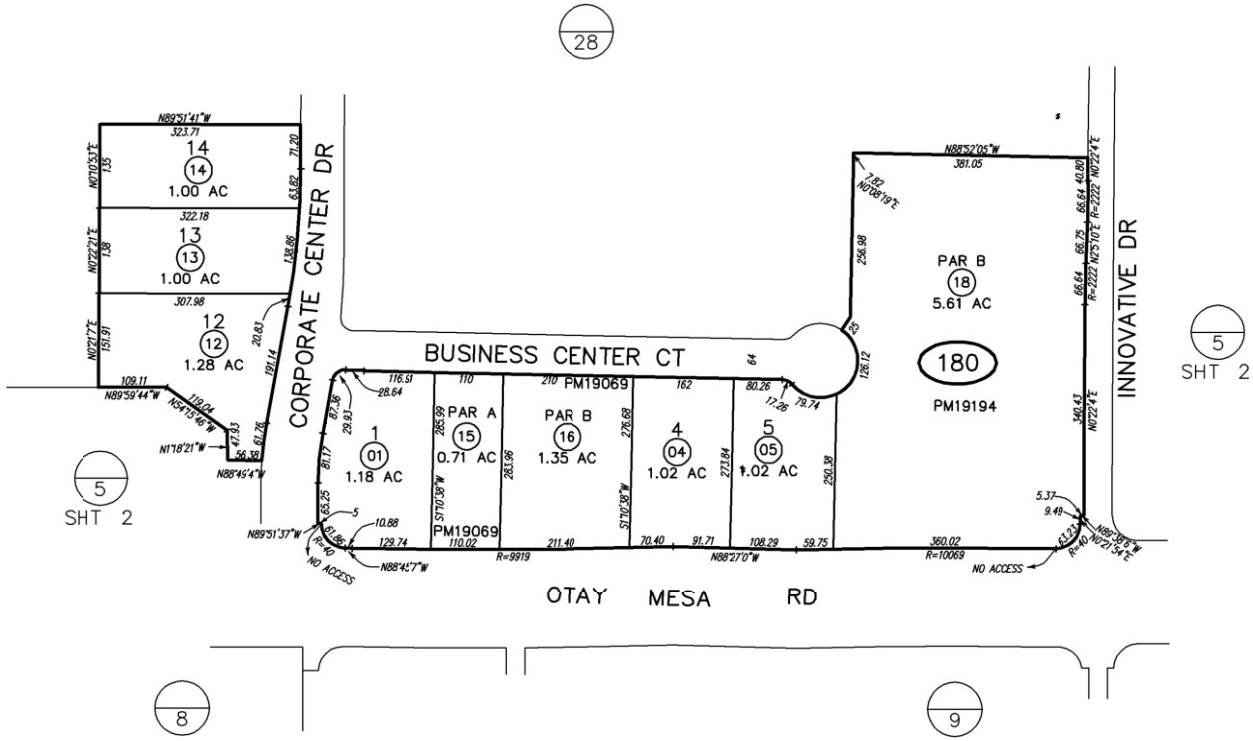
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 18

N

1" = 200'
07/25/2013 ALL
Drawn: 1/31/00 By: LM From: 645-05

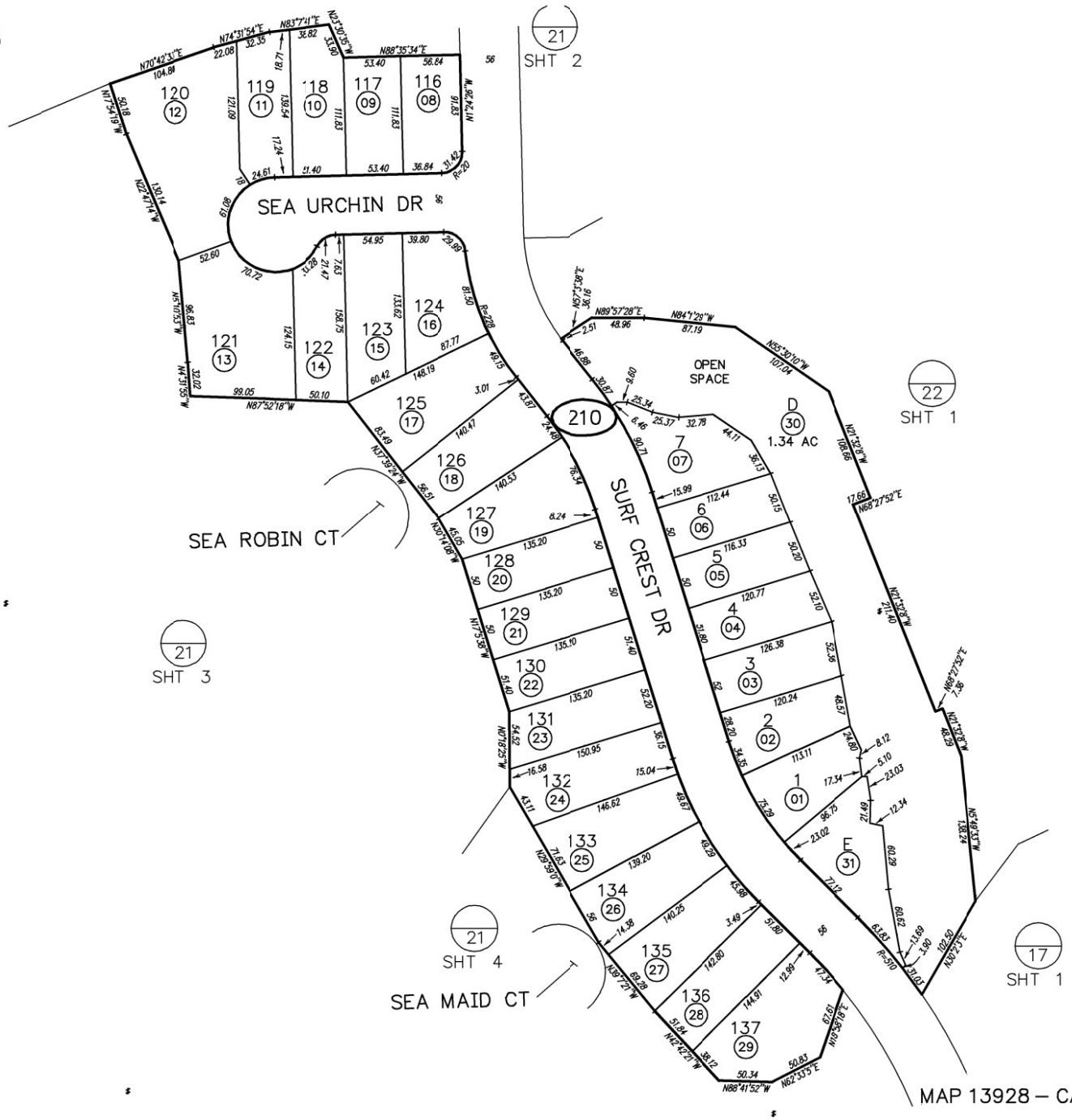
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
180		01 THRU14	00	153
	02 & 03	15 & 16	03	1710 CANC
	POR -280-10	17	04	1376
	06 & 17	18	05	1498
	07 & 08	POR -280-25	07	1624
	09 THRU 11	POR -280-27	14	1105



MAP 13882 — OCEAN VIEW HILLS CORPORATE CENTER UNIT NO 1

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 21
SHT 1 OF 4
N
1'' = 100'

Drawn: 03/13/00 By: Bem From: 645-040&041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
210		1 THRU 31	00	199

MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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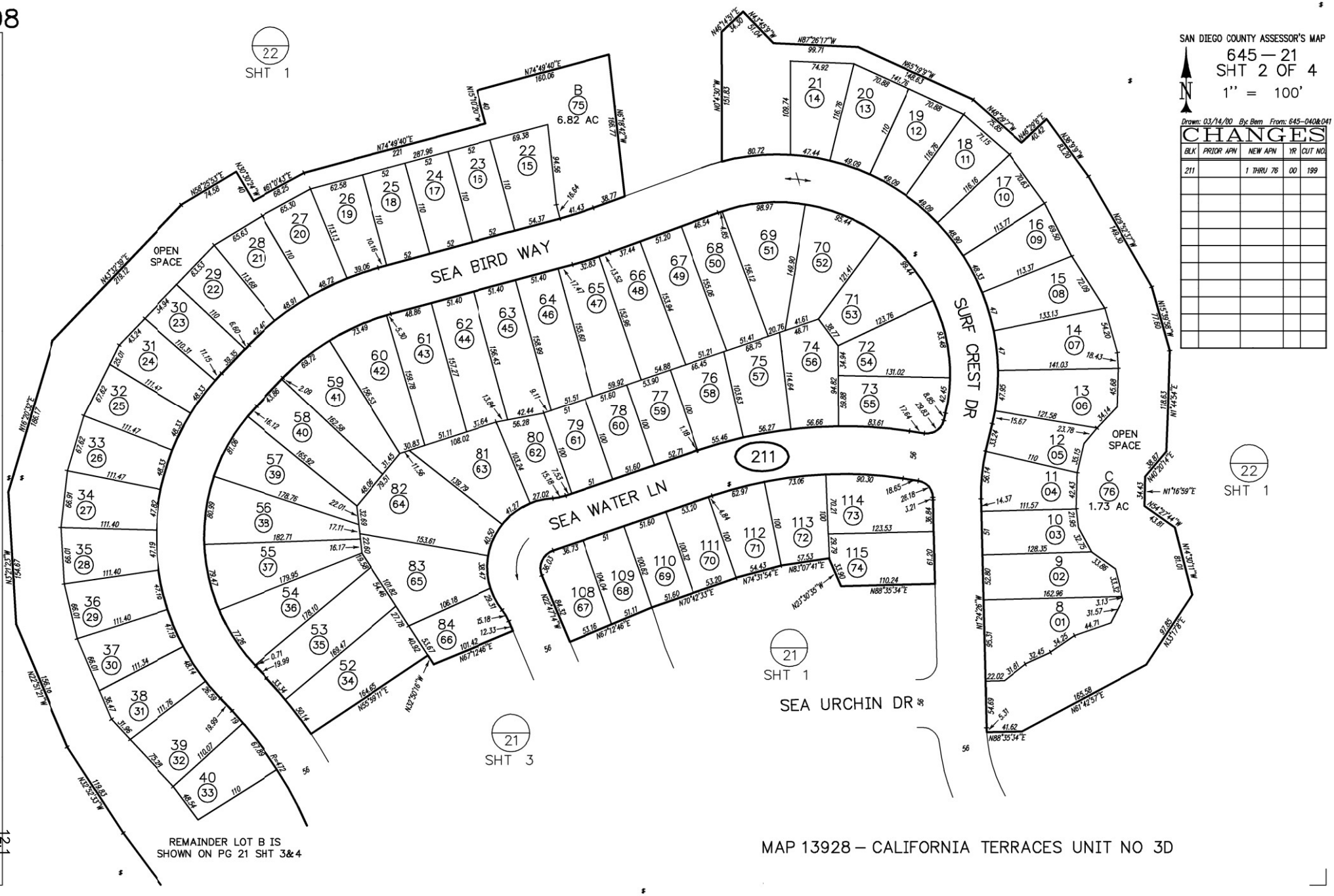
12-1

08

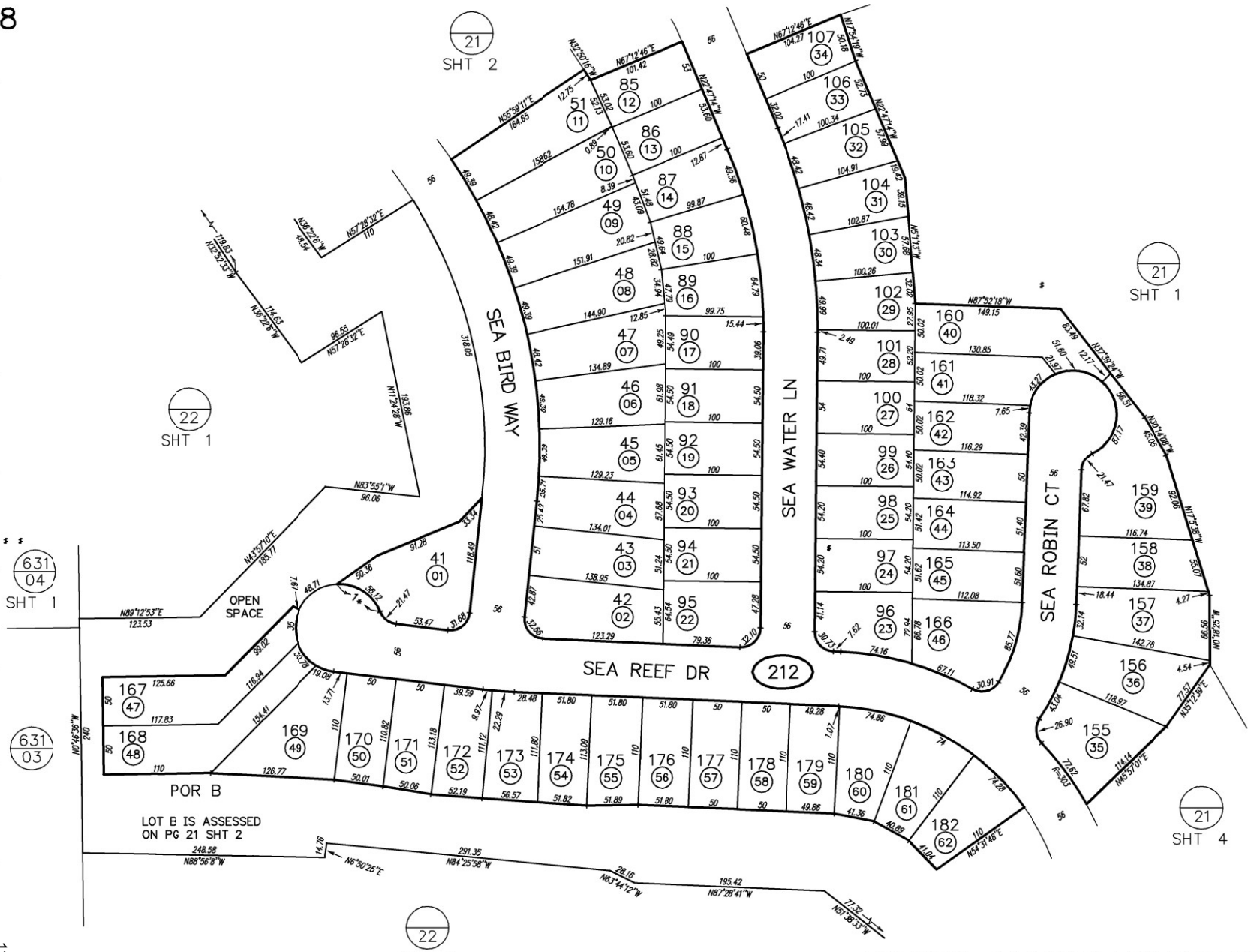


MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

12-1
006-10-716-08

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 21
SHT 3 OF 4
1'' = 100'

Drawn: 03/15/00 By: Bem From: 645-040&041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
212		1 THRU 62	00	199

1* NO ACCESS

MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

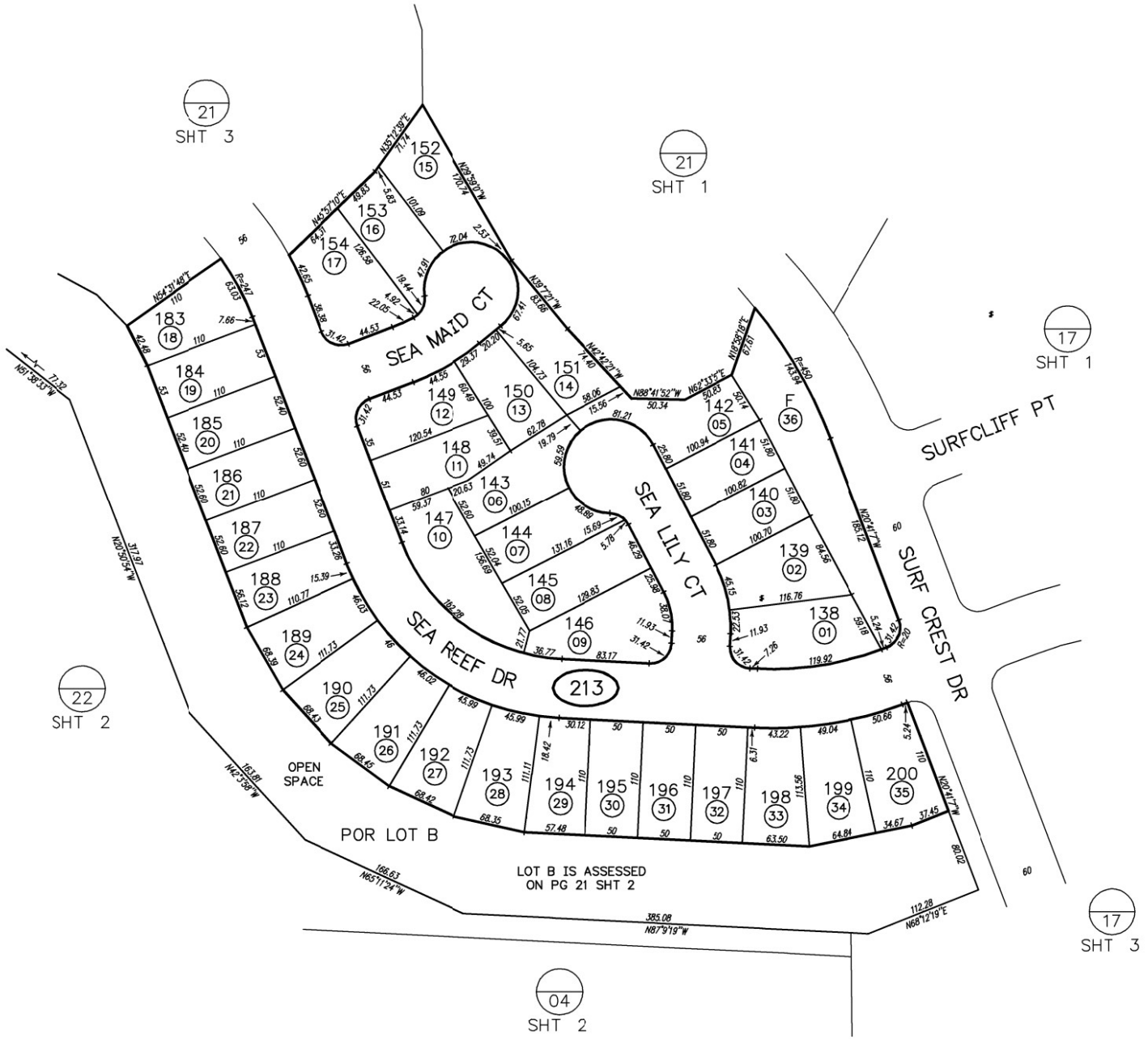
08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 21
SHT 4 OF 4
N
1'' = 100'

Drawn: 03/14/00 By: Bem From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
213		1 THRU 36	00	199



MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Page 214 of 982
12-1

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 22
SHT 1 OF 2
N
1'' = 200'

Drawn: 03/20/00 By: Bem From: 645-040&041

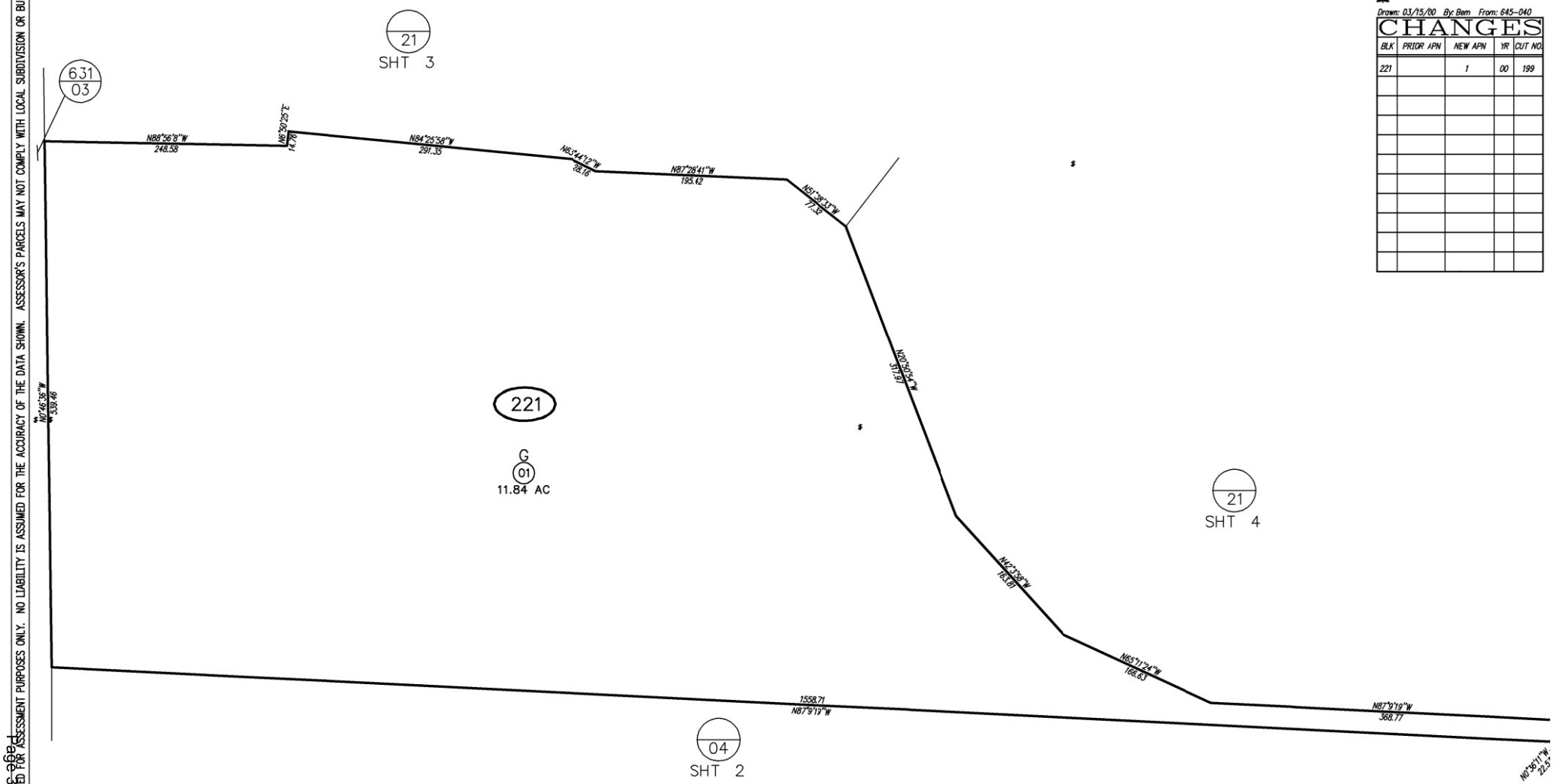
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
220		1 & 2	00	199

MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

12-1

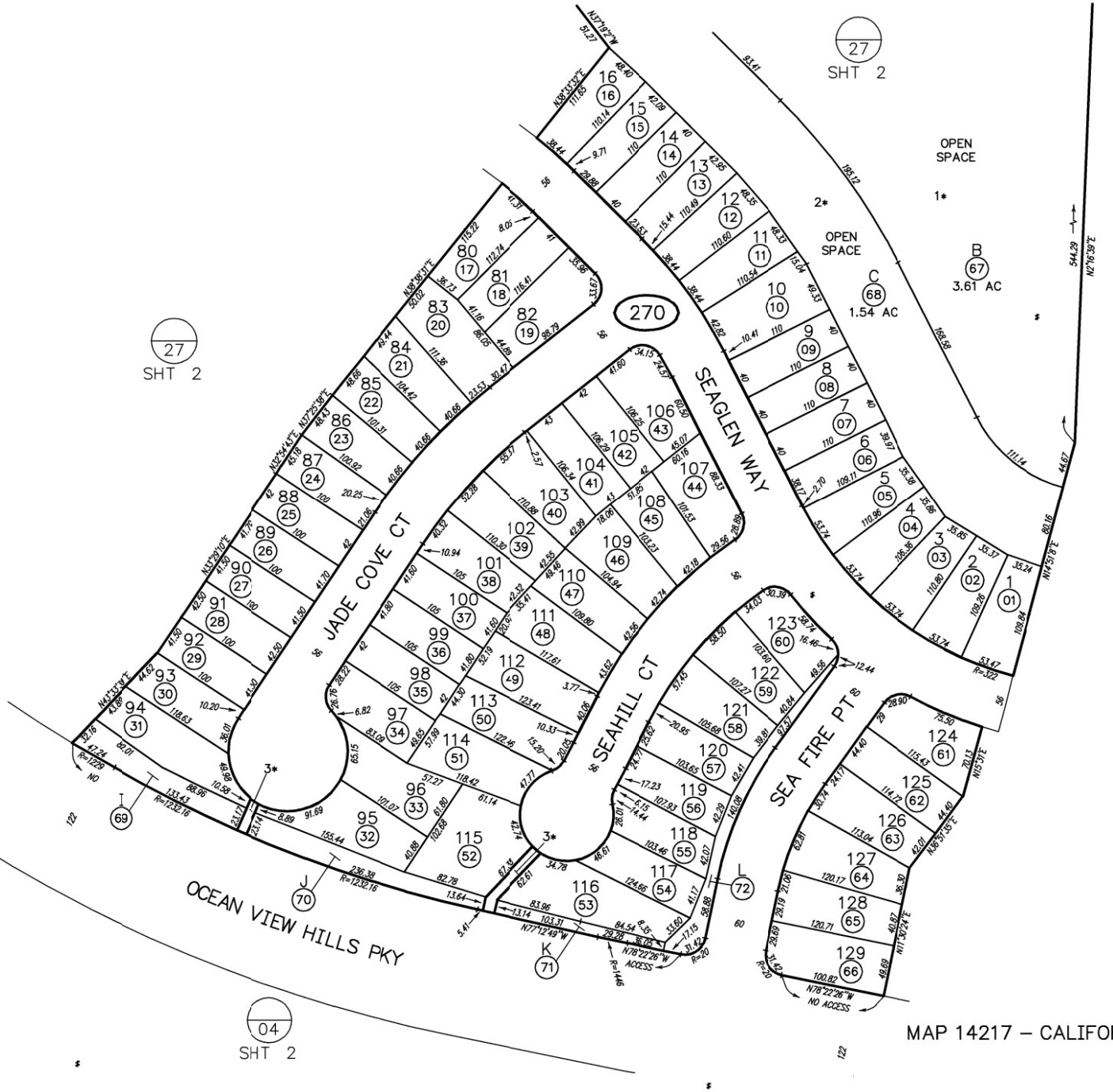
08



MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 27
SHT 1 OF 3
1'' = 100'
9/6/01 JK
Drawn: 7/31/01 By: JK From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
270		1 THRU 72	02	67

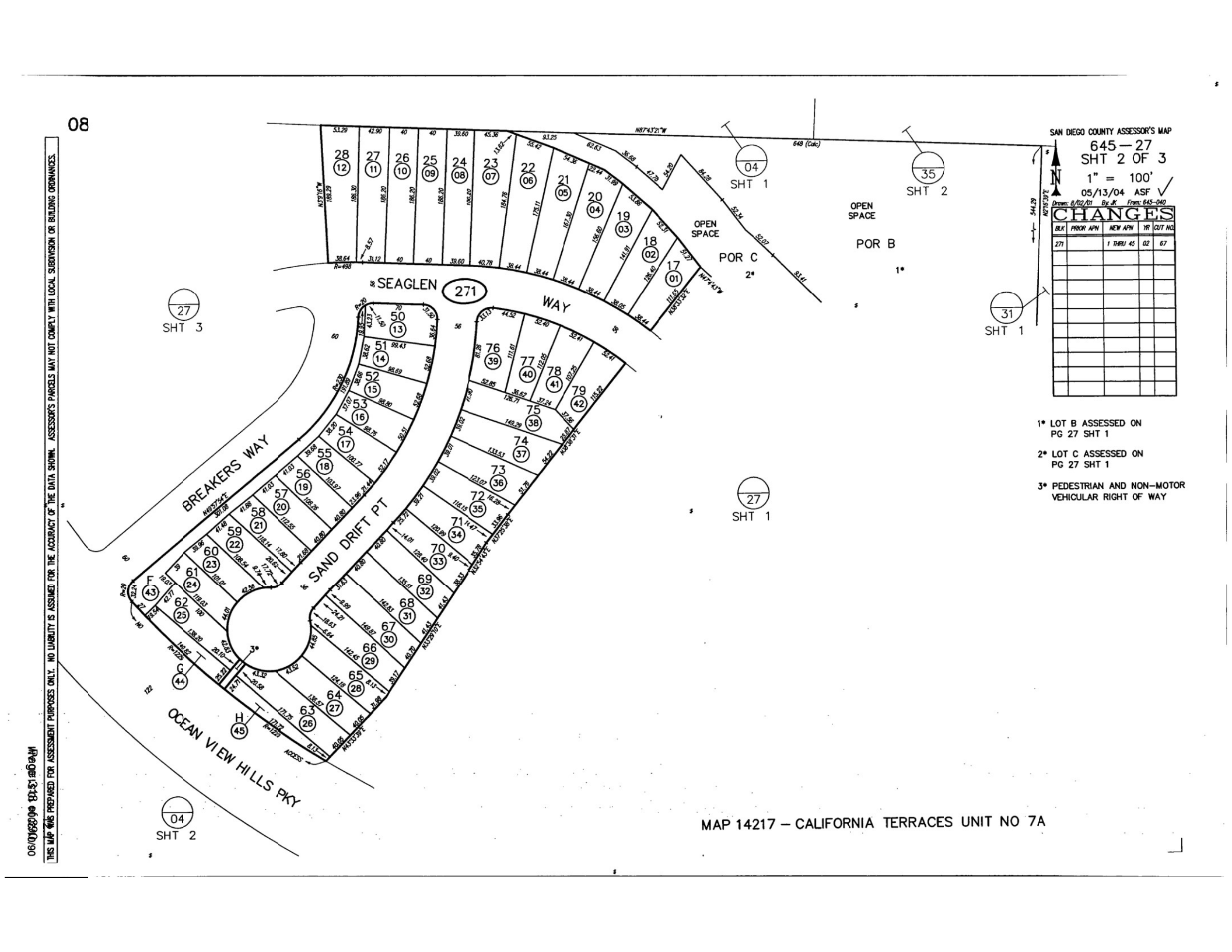
1* REMAINDER OF LOT B SHOWN ON PG 27 SHT 2

2* REMAINDER OF LOT C SHOWN ON PG 27 SHT 2

3* PEDESTRIAN AND NON-MOTO VEHICULAR RIGHT OF WAY

MAP 14217 — CALIFORNIA TERRACES UNIT NO 7A

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

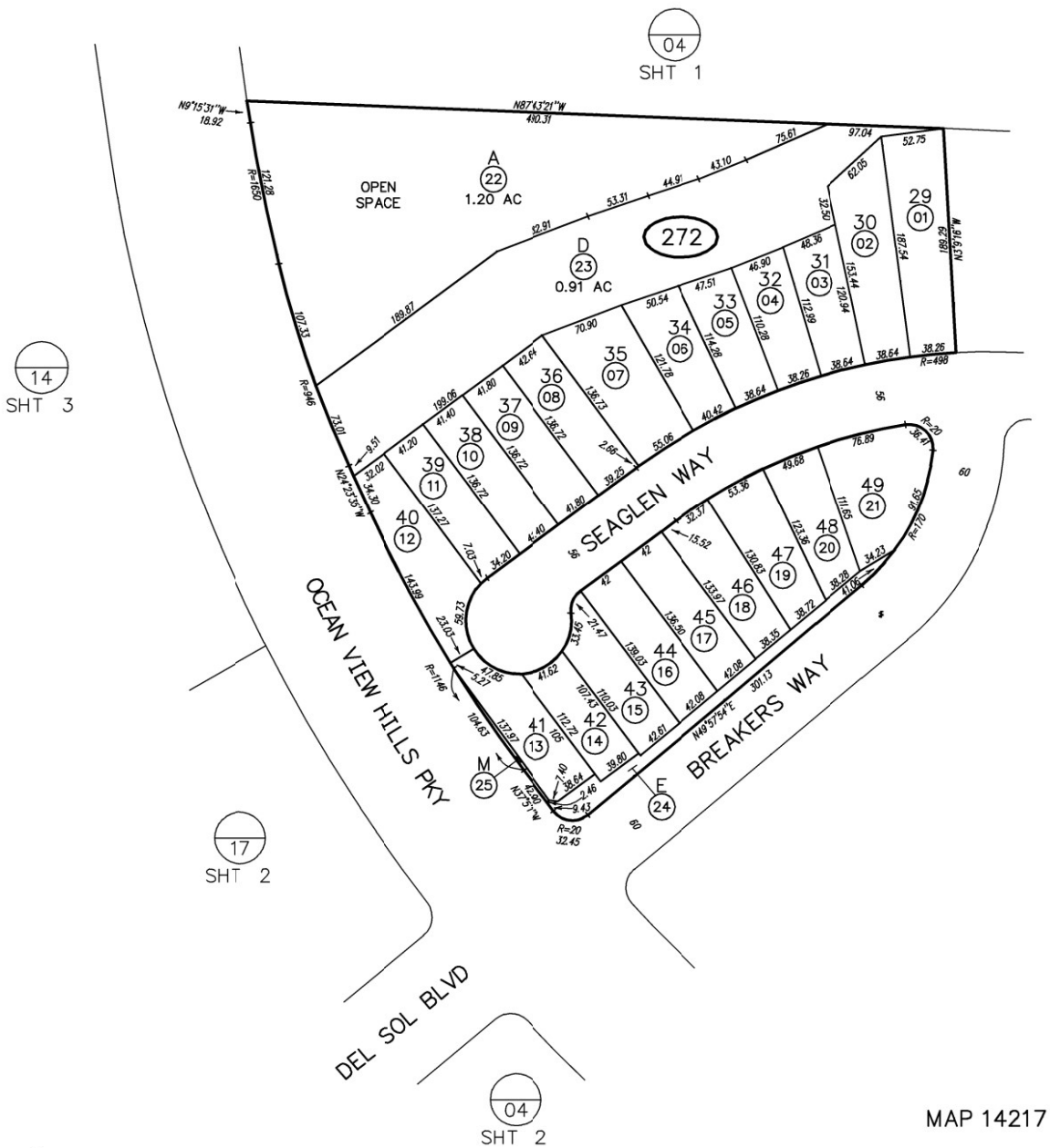

08
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 27
SHT 2 OF 3
1" = 100'
05/13/04 ASF
Drawn: 8/02/01 By: JK From: 645-040
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
271 | | 1 THRU 45 | 02 | 67
SEAGLEN WAY
271
BREAKERS WAY
SAND DRIFT PT
OCEAN VIEW HILLS PKY
OPEN SPACE
POR B
POR C
1* LOT B ASSESSED ON PG 27 SHT 1
2* LOT C ASSESSED ON PG 27 SHT 1
3* PEDESTRIAN AND NON-MOTOR VEHICULAR RIGHT OF WAY
MAP 14217 – CALIFORNIA TERRACES UNIT NO 7A
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 27
SHT 3 OF 3
N
1'' = 100'
9/6/01 JK
Drawn: 8/02/01 By: JK From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
272		1 THRU 25	02	67



MAP 14217 — CALIFORNIA TERRACES UNIT NO 7A

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

12-1

08

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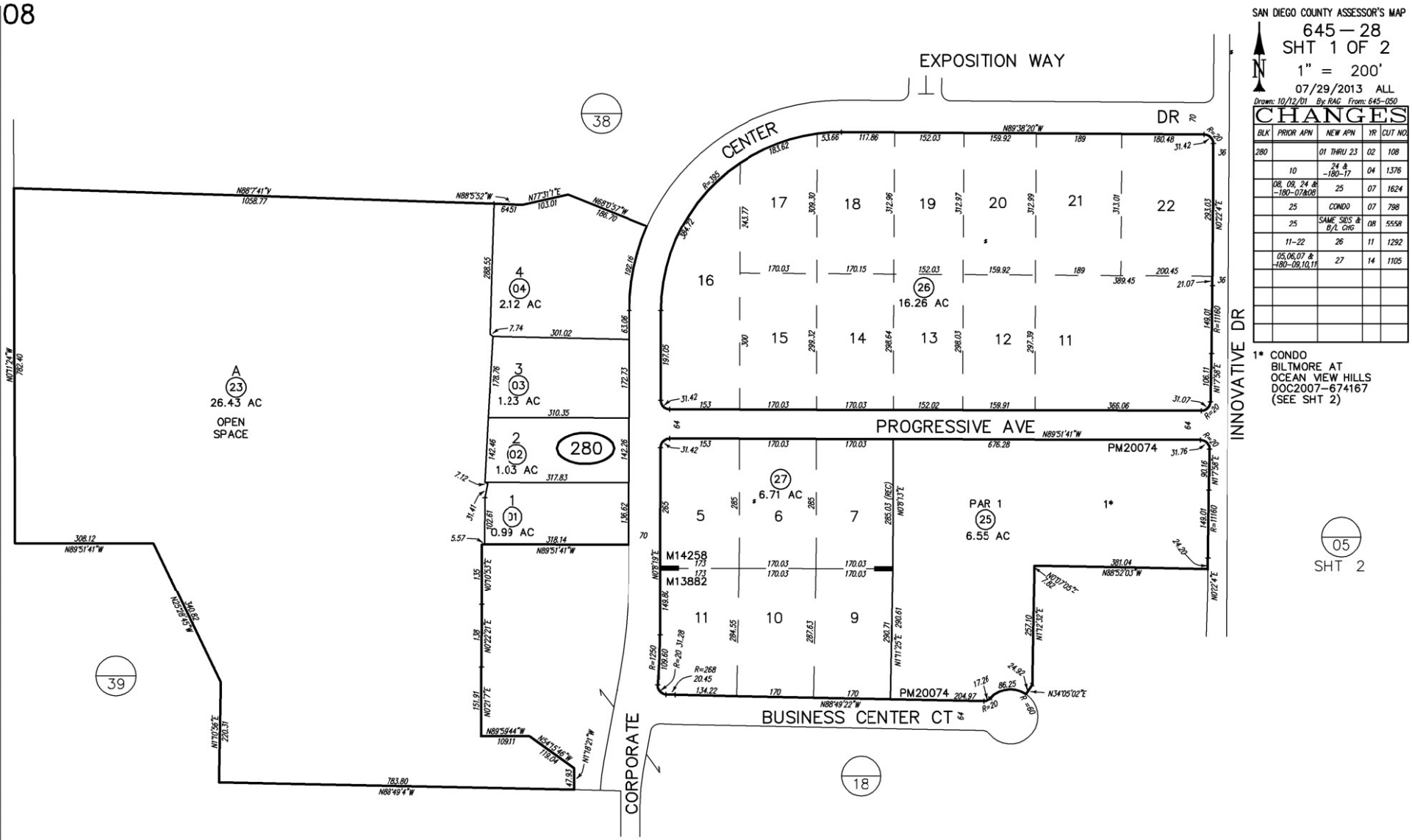


SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 28
SHT 1 OF 2
1" = 200'
07/29/2013 ALL
Drawn: 10/12/01 By: RAG From: 645-050

CHANGES

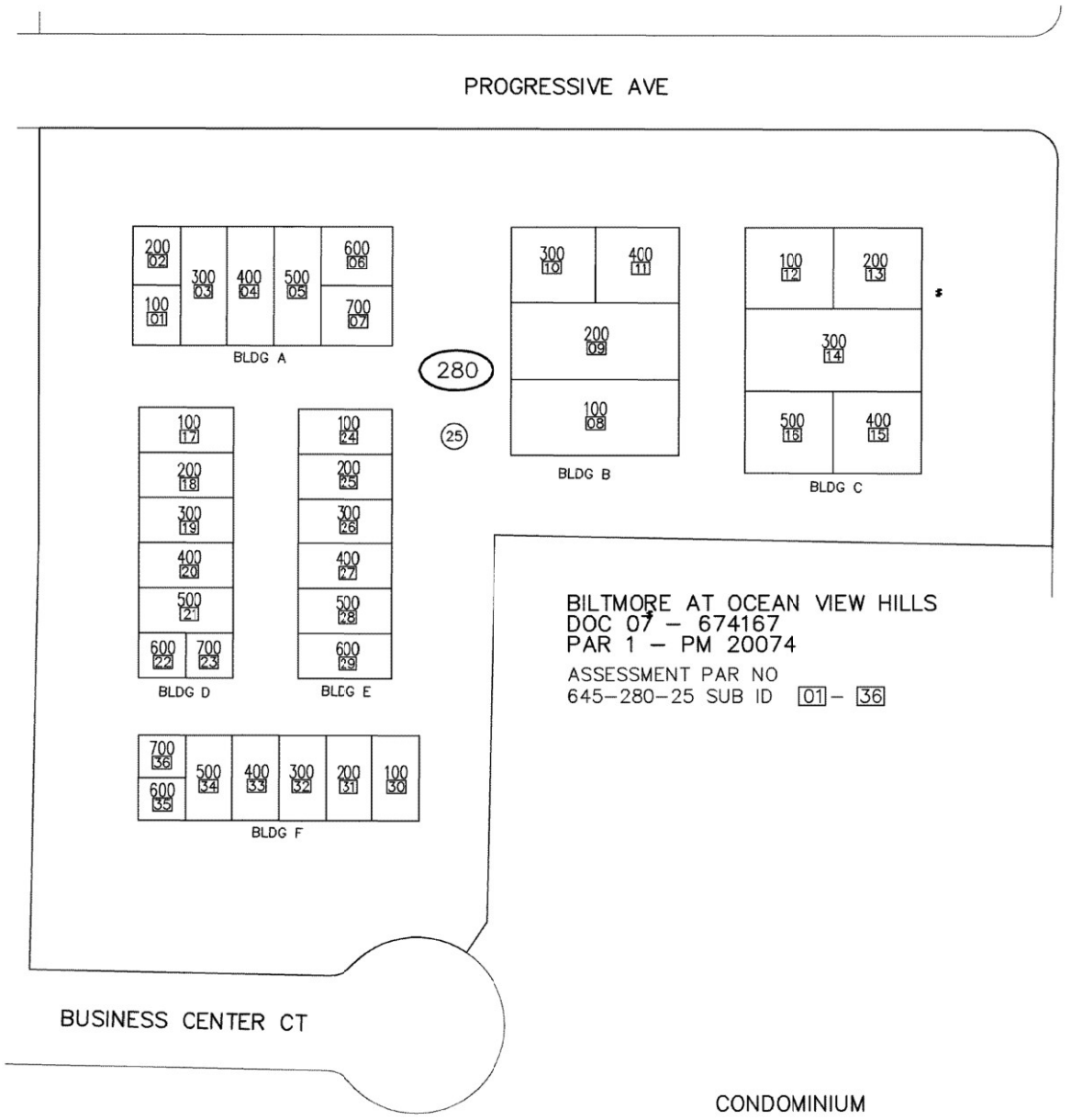
BLK	PRIOR APN	NEW APN	YR	CUT NO.
280		01 THRU 23	02	108
	10	24 & -180-17	04	1376
	08, 09, 24 & -180-07&08	25	07	1624
	25	CONDO	07	798
	25	SAME SIZE & B/L CHG	08	5558
	11-22	26	11	1292
	05,06,07 & -180-09,10,11	27	14	1105

1* CONDO
BILTMORE AT
OCEAN VIEW HILLS
DOC2007-674167
(SEE SHT 2)

MAP 14258 – OCEAN VIEW HILLS CORPORATE CENTER UNIT NO 2
MAP 13882 – OCEAN VIEW HILLS CORPORATE CENTER UNIT NO 1

12.1

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 28
SHT 2
1" = 80'
Drawn: 03/20/07 By: ARS

11/6/2007 SM

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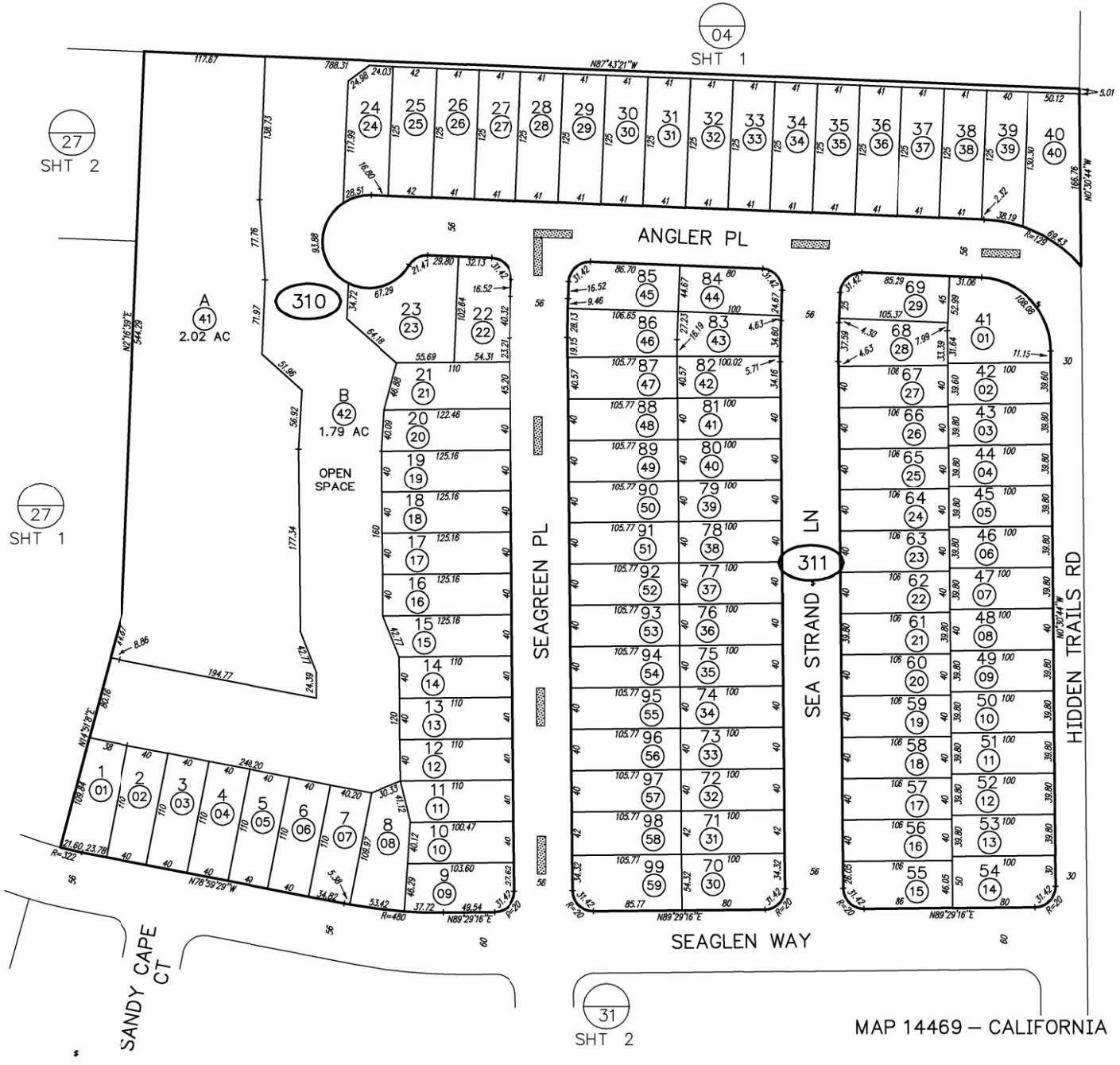
08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 31
SHT 1 OF 2
1'' = 100'

Drawn: 12/03/02 By: JK From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
310		1 THRU 42	03	122
311		1 THRU 59		

MAP 14469 — CALIFORNIA TERRACES UNIT NO 7B

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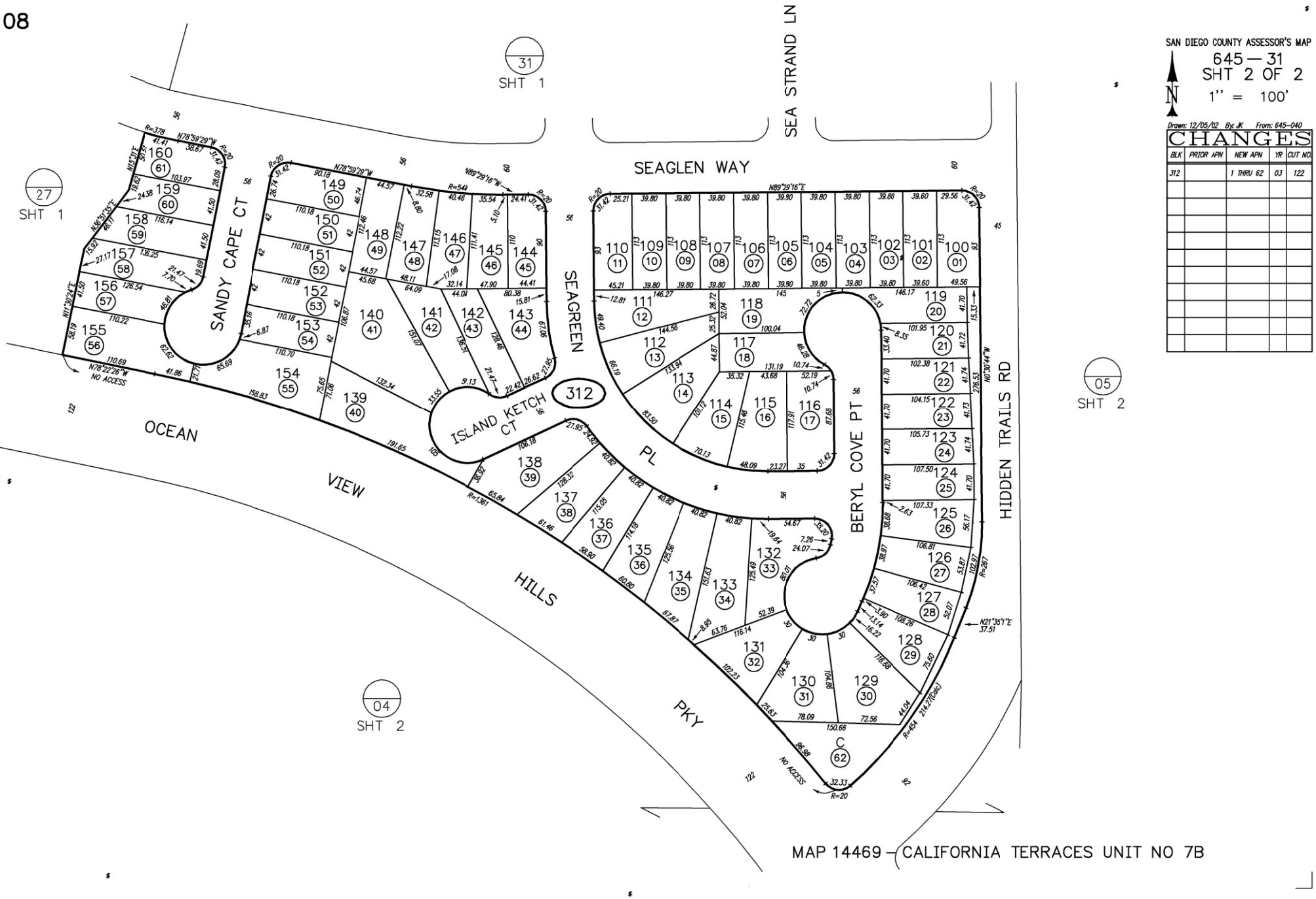
121-08

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 31
SHT 2 OF 2
1'' = 100'

Drawn: 12/05/02 By: JK From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
312		1 THRU 62	03	122

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006-10-637-08-01

121

08

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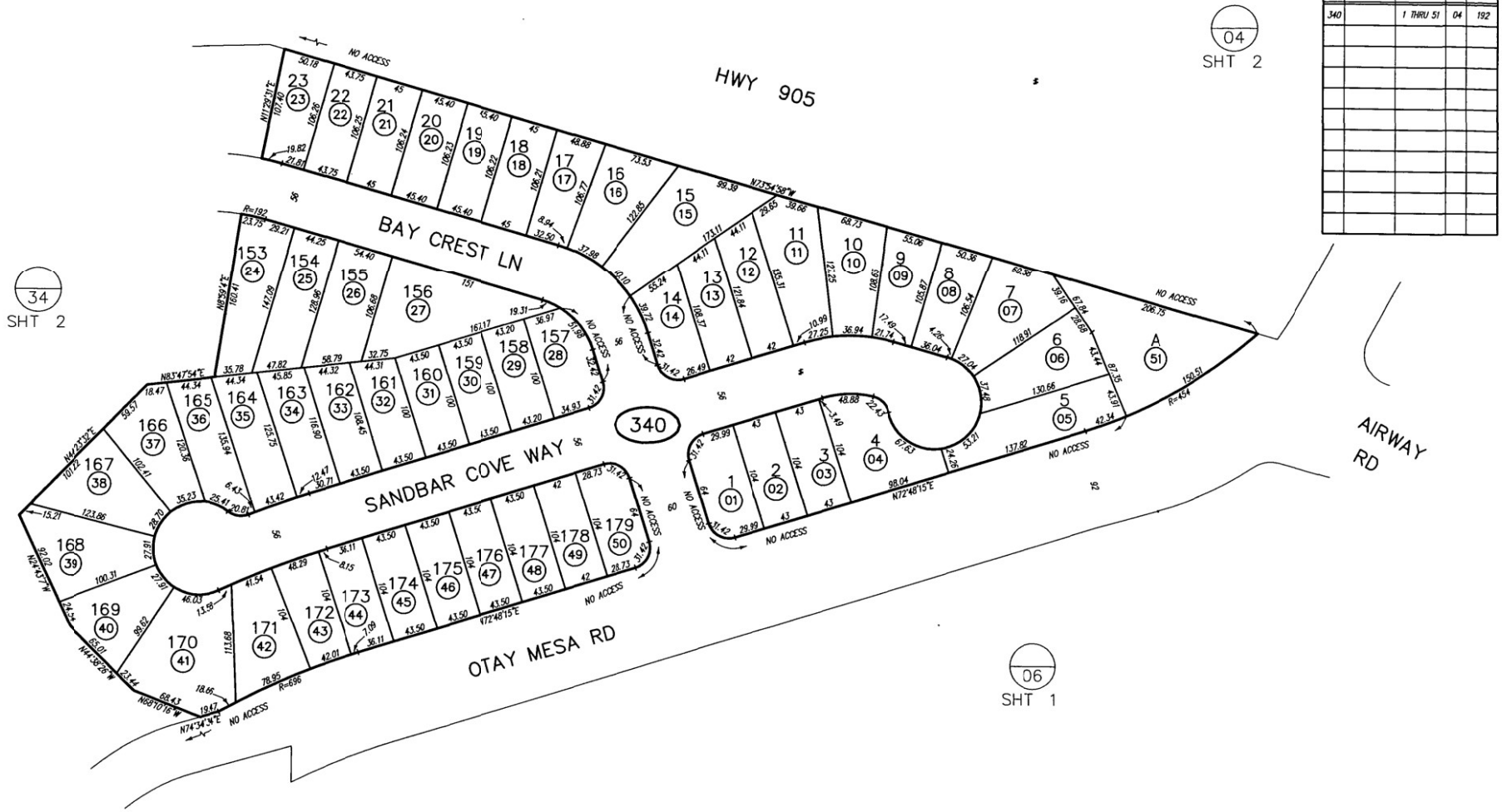
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 34
SHT 1 OF 3
N
1" = 100'

Drawn: 1/29/04 By: JQRO From: 645-060

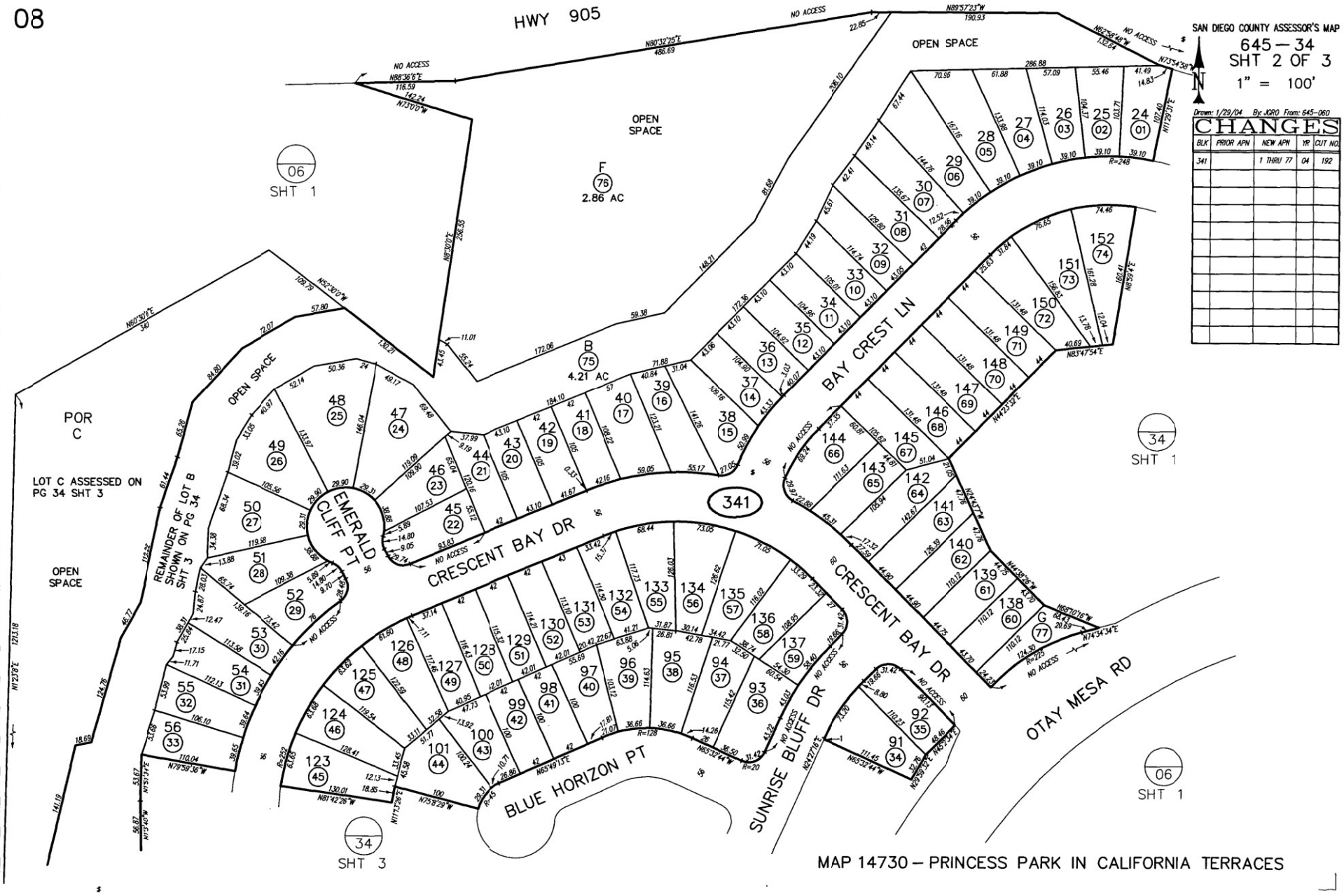
CHANGES

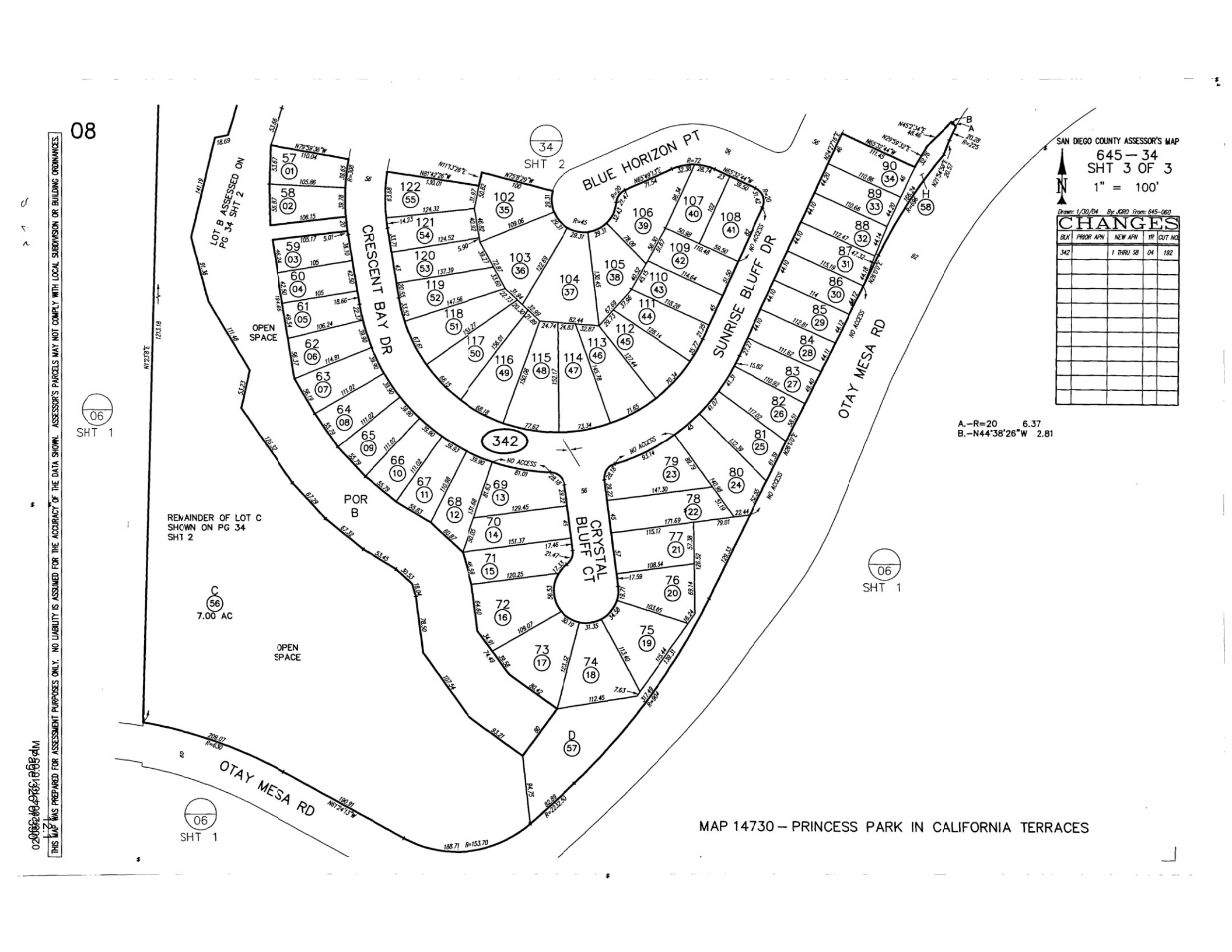
BLK	PRIOR APN	NEW APN	YR	CUT NO.
340		1 THRU 51	04	192

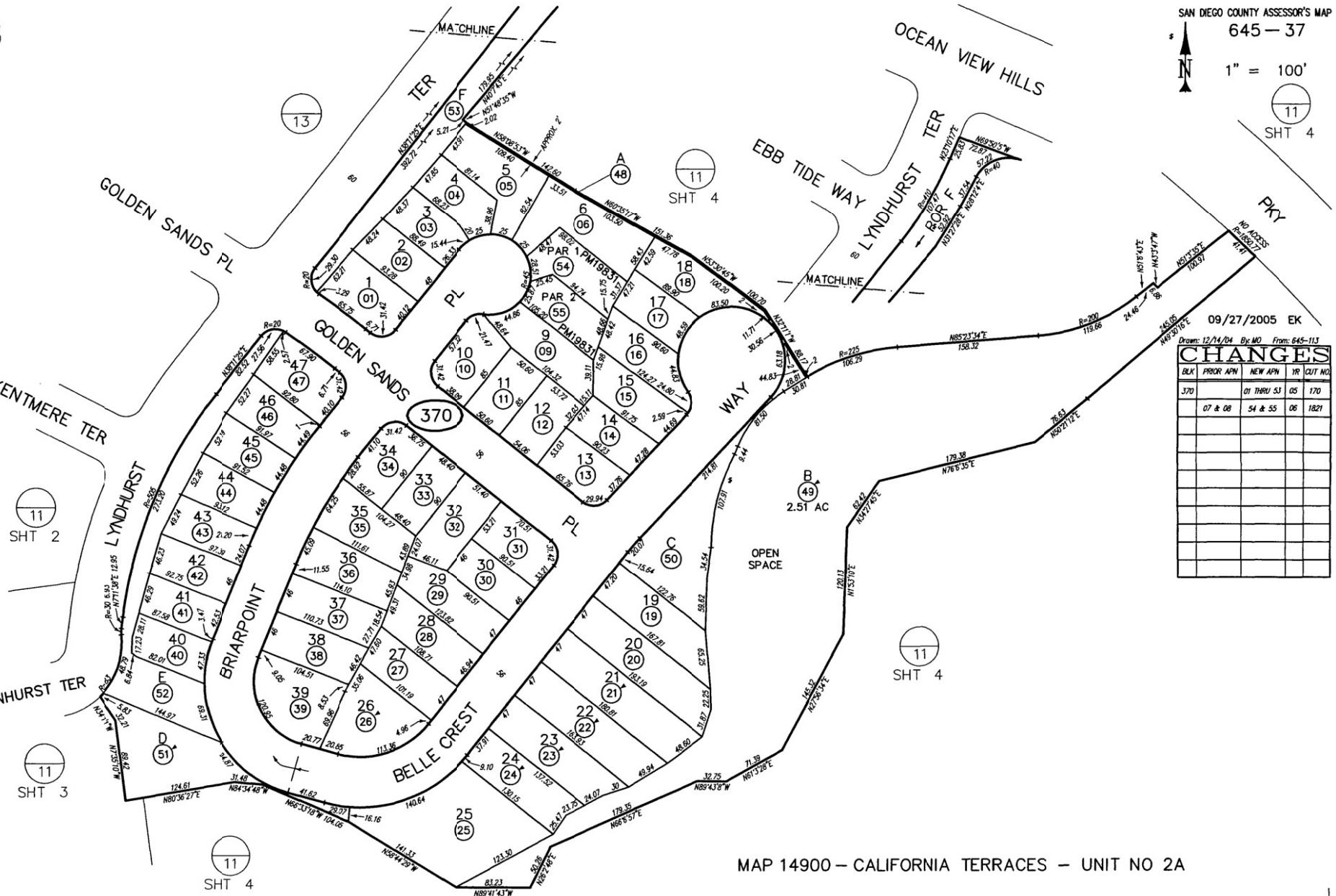


MAP 14730 – PRINCESS PARK IN CALIFORNIA TERRACES

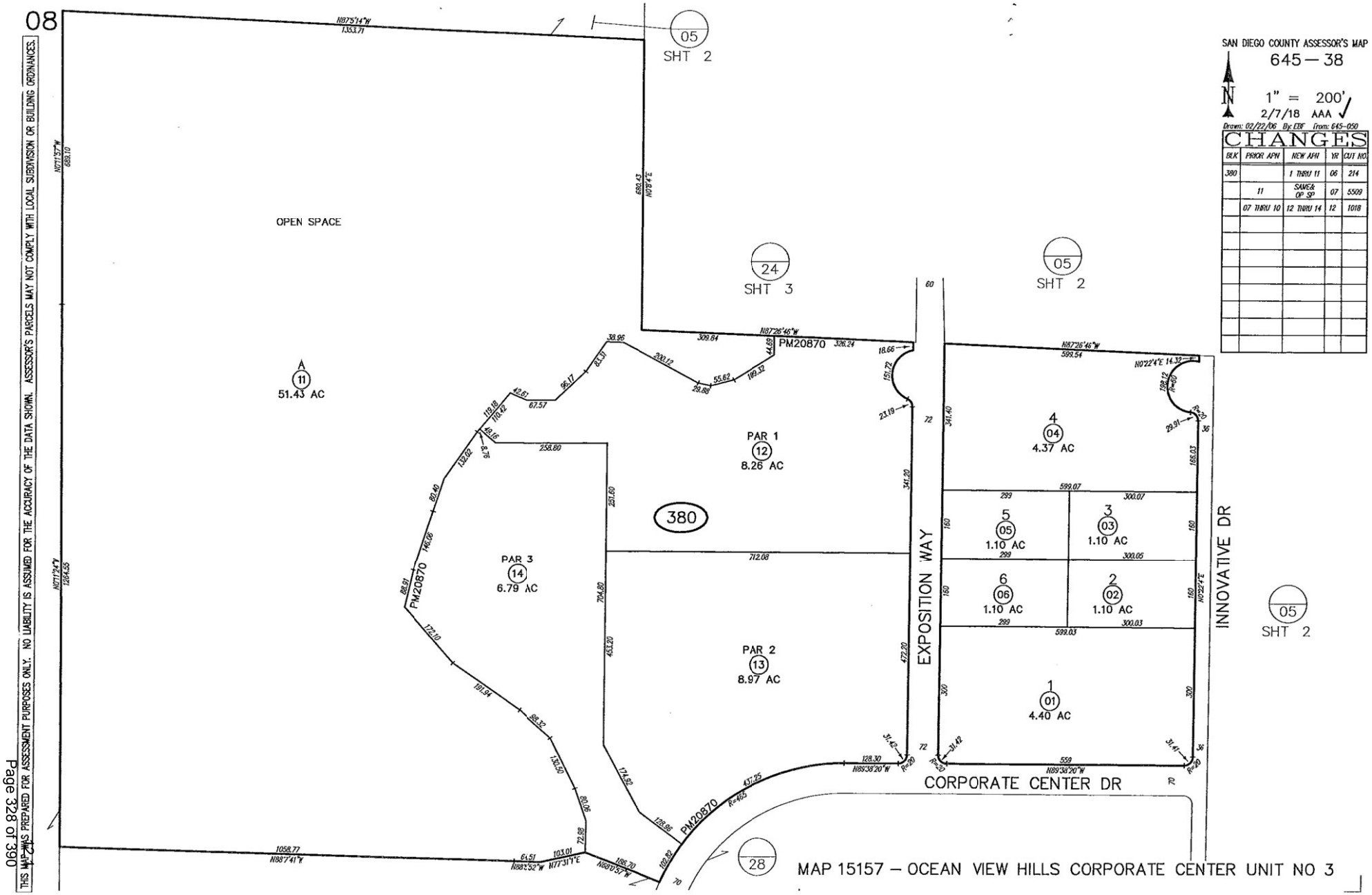
01/30/2024 09:08:36 AM Page 1 of 1


08
HWY 905
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 34
SHT 2 OF 3
1" = 100'
Drawn: 1/29/04 By: JGRO From: 645-060
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
341 | | 1 THRU 77 | 04 | 192
OPEN SPACE
F
76
2.86 AC
B
75
4.21 AC
06
SHT 1
POR
C
LOT C ASSESSED ON
PG 34 SHT 3
OPEN
SPACE
REMAINDER OF LOT B
SHOWN ON PG 34
SHT 3
EMERALD
CLIFF PT
CRESCENT BAY DR
341
BAY CREST LN
CRESCENT BAY DR
SUNRISE BLUFF DR
BLUE HORIZON PT
OTAY MESA RD
34
SHT 1
34
SHT 3
06
SHT 1
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
MAP 14730 – PRINCESS PARK IN CALIFORNIA TERRACES

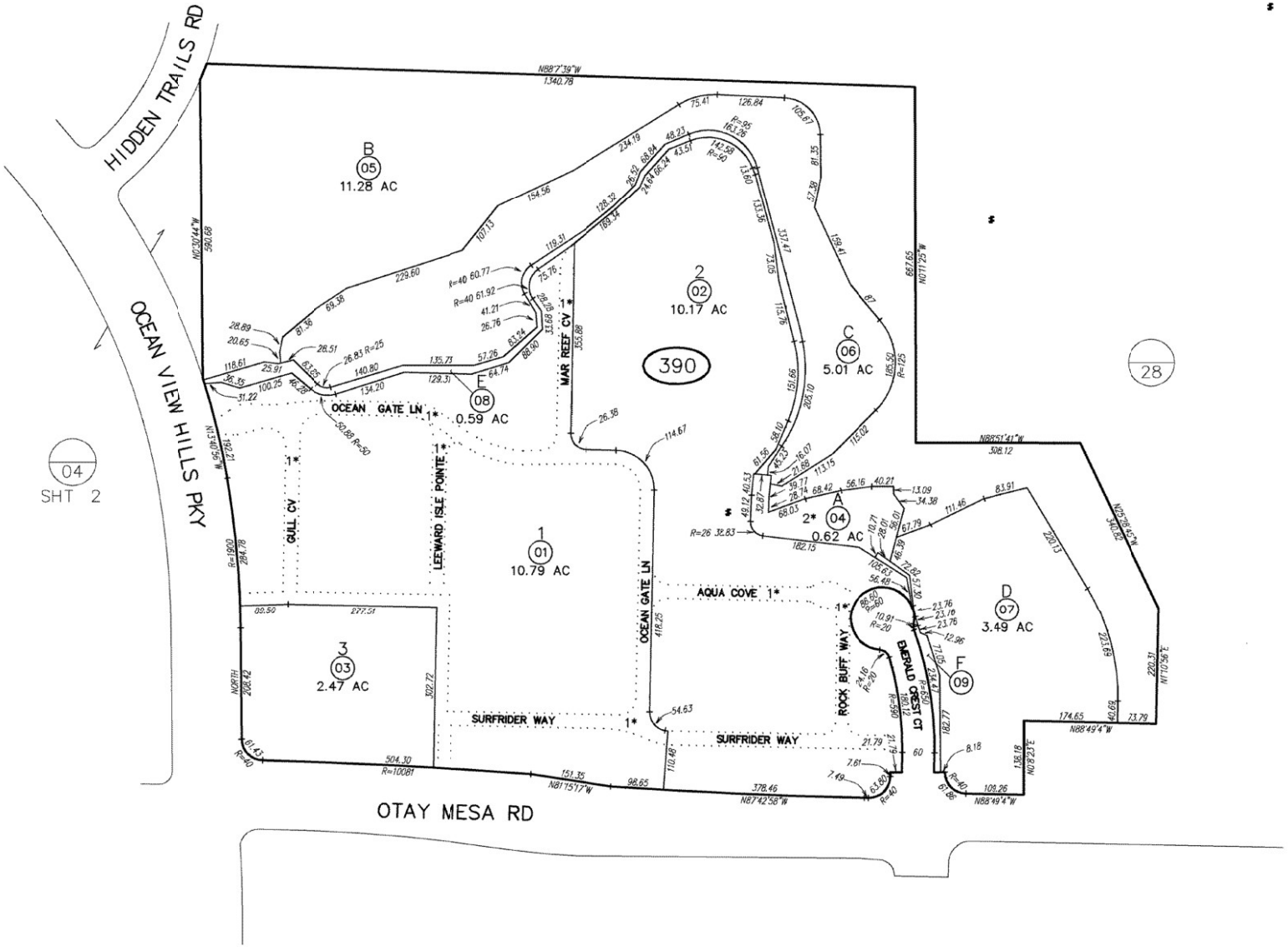

08
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 34
SHT 3 OF 3
1" = 100'
Drawn: 1/30/04 By: JGRO From: 645-060
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
342 | | 1 THRU 58 | 04 | 192
A.–R=20 6.37
B.–N44°38'26"W 2.81
BLUE HORIZON PT
CRESCENT BAY DR
SUNRISE BLUFF DR
CRYSTAL BLUFF CT
OTAY MESA RD
LOT B ASSESSED ON PG 34 SHT 2
OPEN SPACE
REMAINDER OF LOT C SHOWN ON PG 34 SHT 2
POR B
C 56 7.00 AC
D 57
342
34 SHT 2
06 SHT 1
MAP 14730 – PRINCESS PARK IN CALIFORNIA TERRACES



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.


08
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 38
1" = 200'
2/7/18 AAA
Drawn: 02/22/06 By: EBF From: 645-050
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO
380 | | 1 THRU 11 | 06 | 214
| 11 | SAME& OP SP | 07 | 5509
| 07 THRU 10 | 12 THRU 14 | 12 | 1018
OPEN SPACE
A
11
51.43 AC
PAR 1
12
8.26 AC
PAR 3
14
6.79 AC
PAR 2
13
8.97 AC
380
4
04
4.37 AC
5
05
1.10 AC
3
03
1.10 AC
6
06
1.10 AC
2
02
1.10 AC
1
01
4.40 AC
EXPOSITION WAY
INNOVATIVE DR
CORPORATE CENTER DR
PM20870
05
SHT 2
24
SHT 3
28
MAP 15157 — OCEAN VIEW HILLS CORPORATE CENTER UNIT NO 3

08


HIDDEN TRAILS RD
OCEAN VIEW HILLS PKY
OTAY MESA RD
OCEAN GATE LN 1*
MAR REEF CV 1*
GULL CV
LEEWARD ISLE POINTE
OCEAN GATE LN
AQUA COVE 1*
ROCK BUFF WAY
EMERALD CREST CT
SURFRIDER WAY 1*
SURFRIDER WAY
B 05 11.28 AC
2 02 10.17 AC
390
C 06 5.01 AC
1 01 10.79 AC
3 03 2.47 AC
2* 04 0.62 AC
D 07 3.49 AC
F 08 0.59 AC
F 09
A
04 SHT 2
28
08
N88°7'39"W 1340.78
N0°30'44"W 590.68
N88°51'41"W 308.12
N25°38'45"W 340.82
N1°10'56"E 220.31
N88°49'4"W 174.65
N0°8'23"E 136.18
N88°49'4"W 108.26
N87°42'58"W 378.46
N81°51'7"W 151.35
NORTH 288.42
302.72
504.30 R=10081
89.59
227.51
R=1900 284.78
192.27
N1°40'56"W 596.38
R=40 60.77
R=40 61.92
R=25
R=50 50.88
R=20
R=26 32.83
R=60
R=125
R=40
R=10081
R=1900
R=20
R=40
R=40
R=40

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08

* COMMON AREA
1* CONDO
LA BRISA
(SHTS 2-4)

SAN DIEGO COUNTY ASSESSOR'S MAP
645 - 41
BOOK PAGE
SHT 1 OF 4
02/07/2023 (F)
From:645-080 By: MPC
N
1 " = 200 '

645-39 Sht 1
645-18 Sht 1
645-05 Sht 2
645-04 Sht 2
645-09 Sht 1
645-06 Sht 1
645-08 Sht 2
645-08 Sht 1

CALIENTE AVE
CALLE ALBATROSS
EMERALD CREST CT
OTAY MESA RD
CORPORATE CENTER DR
FINN DR (PRIVATE ST)
STATE ROUTE 905

SEE DETAIL "A"
SEE DETAIL "B"
SEE DETAIL "C"
NO ACCESS

1 01 4.46 AC
1* 2 02 10 11 12 13 14* 8.91 AC
5 07 2.50 AC
4 06 2.21 AC
3 05 1.42 AC
2 04 2.01 AC
1 03 2.88 AC
A 08 1.48 AC
C 09
410

M16552
M16413
M16340

MAP 16552 - CALIFORNIA TERRACES - PA61 LOT 1
MAP 16413 - CALIFORNIA TERRACES - PA 61 MAP
16340 - HANDLER COMMERCIAL

08

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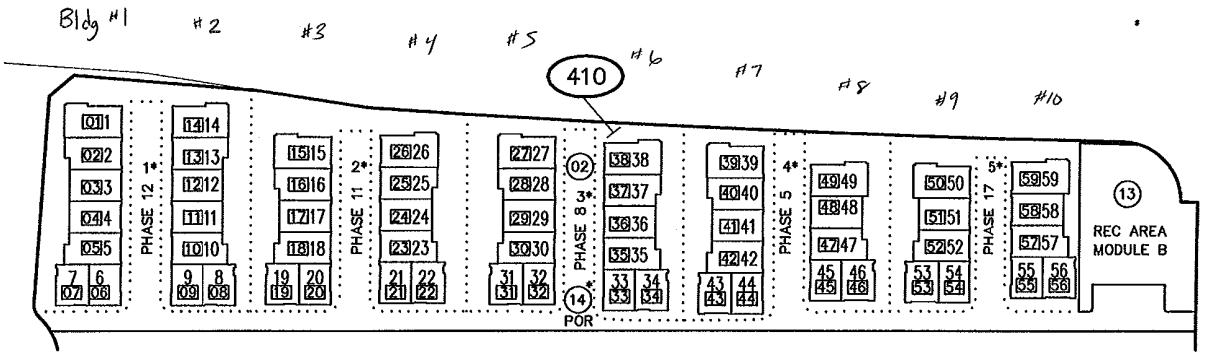


CONDOMINIUM

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 41
SHT 2
1" = 80'
01/17/2022 ARS

LA BRISA
PHASES 5,8,11,12,17
LOT 2, MAP 16413

* COMMON AREA IN LOT 2 MAP 16413. REMAINDER SHOWN ON SHTS 3&4.

1* PHASE 12
DOC 2021 -0204408
ASSESSMENT PAR NO
645-410-02 SUB ID 01 - 14

2* PHASE 11
DOC 2021 -0204407
ASSESSMENT PAR NO
645-410-02 SUB ID 15 - 26

3* PHASE 8
DOC 2021 -0204404
DOC 2021 -0404067
ASSESSMENT PAR NO
645-410-02 SUB ID 27 - 38

4* PHASE 5
DOC 2021 -0204401
ASSESSMENT PAR NO
645-410-02 SUB ID 39 - 49

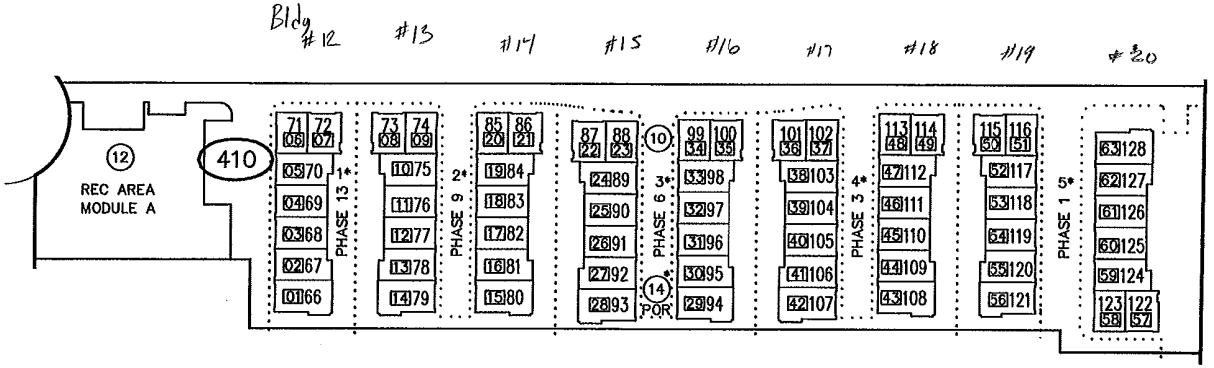
5* PHASE 17
DOC 2021 -0204413
ASSESSMENT PAR NO
645-410-02 SUB ID 50 - 59

FY 2023/2024

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 41
SHT 3
1" = 80'
01/17/2022 ARS



CONDOMINIUM

LA BRISA
PHASES 1,3,6,9,13
LOT 2, MAP 16413

* COMMON AREA IN LOT 2 MAP 16413. REMAINDER SHOWN ON SHTS 2&4.

1* PHASE 13
DOC 2021 — 0204409
ASSESSMENT PAR NO
645–410–10 SUB ID 01 – 07

2* PHASE 9
DOC 2021 — 0204405
ASSESSMENT PAR NO
645–410–10 SUB ID 08 – 21

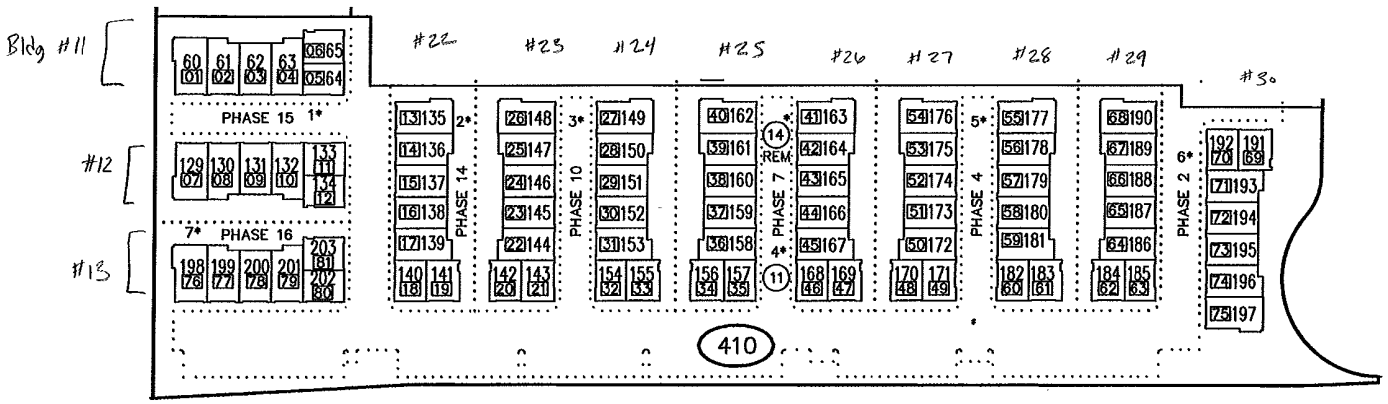
3* PHASE 6
DOC 2021 — 0204402
ASSESSMENT PAR NO
645–410–10 SUB ID 22 – 35

4* PHASE 3
DOC 2021 — 0204399
ASSESSMENT PAR NO
645–410–10 SUB ID 36 – 49

5* PHASE 1
DOC 2021 — 0174440
ASSESSMENT PAR NO
645–410–10 SUB ID 50 – 63

FY 2023/2024

08



CONDOMINIUM

SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 41
SHT 4
1" = 80'

01/17/2022 ARS

LA BRISA
PHASES 2,4,7,10,14,15,16
LOT 2, MAP 16413

* COMMON AREA IN LOT 2 MAP 16413. REMAINDER SHOWN ON SHTS 2&3.

1* PHASE 15
DOC 2021 –204411
ASSESSMENT PAR NO
645–410–13 SUB ID [01]– [12]

2* PHASE 14
DOC 2021 –0204410
ASSESSMENT PAR NO
645–410–13 SUB ID [13]– [19]

3* PHASE 10
DOC 2021 –0204406
ASSESSMENT PAR NO
645–410–13 SUB ID [20]– [33]

4* PHASE 7
DOC 2021 –0204403
ASSESSMENT PAR NO
645–410–13 SUB ID [34]– [47]

5* PHASE 4
DOC 2021 –0204400
ASSESSMENT PAR NO
645–410–13 SUB ID [48]– [61]

6* PHASE 2
DOC 2021 –0204398
ASSESSMENT PAR NO
645–410–13 SUB ID [62]– [75]

7* PHASE 16
DOC 2021 –0204412
ASSESSMENT PAR NO
645–410–13 SUB ID [76]– [81]

FY 2023/2024

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 41
SHT 5
1" = 80'
TRA DETAIL:
Drawn: 02/9/2024 By: ARS

AGUALUNA
MODULES A THRU L
LOT 1, MAP 16496

* COMMON AREA

9* MODULE K
DOC 2023–0197111
ASSESSMENT PAR NO
645–410–01 SUB ID 55 – 61

10* MODULE L
DOC 2023–0197118
ASSESSMENT PAR NO
645–410–01 SUB ID 62 – 67

11* MODULE A
DOC 2023–0152159
DOC 2023–0197107
ASSESSMENT PAR NO
645–410–01 SUB ID 68 – 73

12* MODULE B
DOC 2023–0197108
ASSESSMENT PAR NO
645–410–01 SUB ID 74 – 79

1* MODULE D
DOC 2023–0197110
ASSESSMENT PAR NO
645–410–01 SUB ID 01 – 08

2* MODULE C
DOC 2023–0197109
ASSESSMENT PAR NO
645–410–01 SUB ID 09 – 13

3* MODULE H
DOC 2023–0197114
ASSESSMENT PAR NO
645–410–01 SUB ID 14 – 20

4* MODULE I
DOC 2023–0197115
ASSESSMENT PAR NO
645–410–01 SUB ID 21 – 27

5*MODULE G
DOC 2023–0197113
ASSESSMENT PAR NO
645–410–01 SUB ID 28 – 34

6* MODULE J
DOC 2023–0197116
ASSESSMENT PAR NO
645–410–01 SUB ID 35 – 41

7* MODULE F
DOC 2023–0197112
ASSESSMENT PAR NO
645–410–01 SUB ID 42 – 48

8* MODULE K
DOC 2023–0197117
ASSESSMENT PAR NO
645–410–01 SUB ID 49 – 54

CONDOMINIUM

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Exhibit G

Special Tax Roll for Fiscal Year 2025/2026

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
N/A	N/A	645-040-55-00	$0.00	$0.00
N/A	N/A	645-040-57-00	$43,559.74	$0.00
13530	F	645-110-28-00	$0.00	$0.00
13530	B	645-112-30-00	$0.00	$0.00
13530	D	645-112-31-00	$0.00	$0.00
13530	127	645-113-04-00	$0.00	$0.00
13530	A	645-113-05-00	$0.00	$0.00
13530	A	645-113-06-00	$0.00	$0.00
13530	C	645-113-07-00	$0.00	$0.00
13614	6	645-12-00-600	$1,350.55	$1,350.54
13614	5	645-120-05-00	$1,350.55	$1,350.54
13614	7	645-120-07-00	$1,350.55	$1,350.54
13614	4	645-120-04-00	$1,350.55	$1,350.54
13614	8	645-120-08-00	$1,002.45	$1,002.44
13614	3	645-120-03-00	$1,350.55	$1,350.54
13614	9	645-120-09-00	$1,239.91	$1,239.90
13614	2	645-120-02-00	$1,091.93	$1,091.92
13614	10	645-120-10-00	$1,239.91	$1,239.90
13614	11	645-120-11-00	$1,239.91	$1,239.90
13614	1	645-120-01-00	$1,350.55	$1,350.54
13614	12	645-120-12-00	$1,091.93	$1,091.92
13610	32	645-140-32-00	$968.56	$968.56
13610	33	645-140-33-00	$968.56	$968.56
13610	13	645-140-13-00	$968.56	$968.56
13610	34	645-140-34-00	$968.56	$968.56
13610	14	645-140-14-00	$1,198.00	$1,198.00
13610	35	645-140-35-00	$968.56	$968.56
13610	15	645-140-15-00	$968.56	$968.56
13610	36	645-140-36-00	$968.56	$968.56
13610	16	645-140-16-00	$968.56	$968.56
13610	37	645-140-37-00	$1,198.00	$1,198.00
13610	17	645-140-17-00	$1,198.00	$1,198.00
13610	38	645-140-38-00	$968.56	$968.56
13610	39	645-140-39-00	$1,198.00	$1,198.00
13928	69	645-211-51-00	$1,239.91	$1,239.90
13928	21	645-211-14-00	$1,239.91	$1,239.90
13610	30	645-140-30-00	$968.56	$968.56
13928	68	645-211-50-00	$1,246.35	$1,246.34
13610	40	645-140-40-00	$968.56	$968.56
13928	70	645-211-52-00	$1,239.91	$1,239.90
13928	20	645-211-13-00	$1,239.91	$1,239.90
13928	A	645-220-01-00	$0.00	$0.00
13928	67	645-211-49-00	$1,246.35	$1,246.34

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	19	645-211-12-00	$1,239.91	$1,239.90
13928	66	645-211-48-00	$1,246.35	$1,246.34
13928	18	645-211-11-00	$1,239.91	$1,239.90
13928	17	645-211-10-00	$1,239.91	$1,239.90
13928	71	645-211-53-00	$1,002.45	$1,002.44
13928	65	645-211-47-00	$1,246.35	$1,246.34
13610	31	645-140-31-00	$968.56	$968.56
13928	16	645-211-09-00	$1,239.91	$1,239.90
13928	22	645-211-15-00	$1,246.35	$1,246.34
13610	41	645-140-41-00	$1,198.00	$1,198.00
13928	64	645-211-46-00	$1,007.67	$1,007.66
13928	15	645-211-08-00	$1,002.45	$1,002.44
13928	23	645-211-16-00	$1,246.35	$1,246.34
13928	72	645-211-54-00	$1,239.91	$1,239.90
13928	63	645-211-45-00	$1,246.35	$1,246.34
13928	14	645-211-07-00	$1,239.91	$1,239.90
13928	24	645-211-17-00	$1,246.35	$1,246.34
13928	62	645-211-44-00	$1,246.35	$1,246.34
13928	13	645-211-06-00	$1,239.91	$1,239.90
13928	25	645-211-18-00	$1,246.35	$1,246.34
13928	73	645-211-55-00	$1,239.91	$1,239.90
13928	12	645-211-05-00	$1,002.45	$1,002.44
13928	61	645-211-43-00	$1,246.35	$1,246.34
13610	47	645-140-47-00	$1,198.00	$1,198.00
13928	11	645-211-04-00	$1,239.91	$1,239.90
13928	26	645-211-19-00	$1,246.35	$1,246.34
13613	81	645-141-33-00	$999.82	$999.80
13928	114	645-211-73-00	$1,239.91	$1,239.90
13928	60	645-211-42-00	$1,007.67	$1,007.66
13928	10	645-211-03-00	$1,239.91	$1,239.90
13613	123	645-142-34-00	$999.82	$999.80
13610	48	645-140-48-00	$968.56	$968.56
13928	27	645-211-20-00	$1,246.35	$1,246.34
13613	82	645-141-34-00	$1,236.65	$1,236.64
13928	115	645-211-74-00	$1,239.91	$1,239.90
13928	9	645-211-02-00	$1,239.91	$1,239.90
13613	122	645-142-33-00	$999.82	$999.80
13928	28	645-211-21-00	$1,246.35	$1,246.34
13613	83	645-141-35-00	$999.82	$999.80
13928	59	645-211-41-00	$1,246.35	$1,246.34
13613	96	645-142-07-00	$1,236.65	$1,236.64
13613	49	645-141-01-00	$968.56	$968.56
13613	102	645-142-13-00	$1,236.65	$1,236.64

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	8	645-211-01-00	$1,239.91	$1,239.90
13613	B	645-141-43-00	$0.00	$0.00
13928	29	645-211-22-00	$1,007.67	$1,007.66
13613	84	645-141-36-00	$1,236.65	$1,236.64
13613	95	645-142-06-00	$999.82	$999.80
13613	A	645-141-42-00	$0.00	$0.00
13613	121	645-142-32-00	$1,236.65	$1,236.64
13613	50	645-141-02-00	$1,198.00	$1,198.00
13613	85	645-141-37-00	$999.82	$999.80
13613	94	645-142-05-00	$1,236.65	$1,236.64
14469	85	645-311-45-00	$1,055.41	$823.62
13928	30	645-211-23-00	$1,246.35	$1,246.34
13928	125	645-210-17-00	$1,239.91	$1,239.90
13613	103	645-142-14-00	$999.82	$999.80
13928	H	645-220-02-00	$0.00	$0.00
13613	120	645-142-31-00	$999.82	$999.80
13613	86	645-141-38-00	$1,236.65	$1,236.64
14469	84	645-311-44-00	$1,118.46	$874.72
13928	126	645-210-18-00	$1,239.91	$1,239.90
13928	58	645-211-40-00	$1,007.67	$1,007.66
13613	93	645-142-04-00	$999.82	$999.80
14469	69	645-311-29-00	$1,081.43	$961.60
14469	86	645-311-46-00	$980.59	$905.42
13613	51	645-141-03-00	$968.56	$968.56
13928	31	645-211-24-00	$1,246.35	$1,246.34
13928	127	645-210-19-00	$1,239.91	$1,239.90
13613	104	645-142-15-00	$999.82	$999.80
13928	7	645-210-07-00	$1,239.91	$1,239.90
13613	119	645-142-30-00	$1,236.65	$1,236.64
13613	87	645-141-39-00	$999.82	$999.80
14469	83	645-311-43-00	$1,081.43	$961.60
13928	128	645-210-20-00	$1,239.91	$1,239.90
13613	92	645-142-03-00	$1,236.65	$1,236.64
14469	68	645-311-28-00	$1,059.49	$1,012.90
14469	87	645-311-47-00	$998.04	$953.74
13928	6	645-210-06-00	$1,002.45	$1,002.44
14469	41	645-311-01-00	$1,081.43	$961.60
13928	32	645-211-25-00	$1,246.35	$1,246.34
14469	21	645-310-21-00	$1,019.35	$905.42
13928	129	645-210-21-00	$1,239.91	$1,239.90
13613	105	645-142-16-00	$1,236.65	$1,236.64
13928	57	645-211-39-00	$1,246.35	$1,246.34
13928	5	645-210-05-00	$1,239.91	$1,239.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	118	645-142-29-00	$999.82	$999.80
13613	52	645-141-04-00	$968.56	$968.56
13613	88	645-141-40-00	$1,236.65	$1,236.64
14469	82	645-311-42-00	$1,059.49	$1,012.90
13928	130	645-210-22-00	$1,002.45	$1,002.44
13613	91	645-142-02-00	$999.82	$999.80
14469	67	645-311-27-00	$1,081.43	$961.60
14469	88	645-311-48-00	$1,019.35	$905.42
13928	4	645-210-04-00	$1,239.91	$1,239.90
14469	42	645-311-02-00	$1,059.49	$1,012.90
13928	33	645-211-26-00	$1,246.35	$1,246.34
14469	20	645-310-20-00	$998.04	$953.74
13928	131	645-210-23-00	$1,239.91	$1,239.90
13613	106	645-142-17-00	$999.82	$999.80
13928	3	645-210-03-00	$1,239.91	$1,239.90
13613	53	645-141-05-00	$1,198.00	$1,198.00
14469	81	645-311-41-00	$1,081.43	$961.60
13928	132	645-210-24-00	$1,239.91	$1,239.90
14469	66	645-311-26-00	$1,059.49	$1,012.90
14469	89	645-311-49-00	$998.04	$953.74
13928	2	645-210-02-00	$1,239.91	$1,239.90
13613	117	645-142-28-00	$1,236.65	$1,236.64
14469	43	645-311-03-00	$1,081.43	$961.60
13613	89	645-141-41-00	$999.82	$999.80
14469	19	645-310-19-00	$1,019.35	$905.42
13928	133	645-210-25-00	$1,239.91	$1,239.90
13613	67	645-141-19-00	$968.56	$968.56
13613	54	645-141-06-00	$968.56	$968.56
14469	80	645-311-40-00	$1,081.43	$961.60
13928	134	645-210-26-00	$1,239.91	$1,239.90
13613	107	645-142-18-00	$999.82	$999.80
14469	65	645-311-25-00	$1,081.43	$961.60
14469	90	645-311-50-00	$1,019.35	$905.42
13928	1	645-210-01-00	$1,239.91	$1,239.90
13613	116	645-142-27-00	$999.82	$999.80
14469	44	645-311-04-00	$1,059.49	$1,012.90
13928	34	645-211-27-00	$1,246.35	$1,246.34
14469	18	645-310-18-00	$998.04	$953.74
13928	135	645-210-27-00	$1,239.91	$1,239.90
13613	66	645-141-18-00	$1,198.00	$1,198.00
13928	56	645-211-38-00	$1,246.35	$1,246.34
13613	90	645-142-01-00	$999.82	$999.80
13613	55	645-141-07-00	$1,198.00	$1,198.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	79	645-311-39-00	$1,059.49	$1,012.90
13928	136	645-210-28-00	$1,239.91	$1,239.90
13613	108	645-142-19-00	$999.82	$999.80
14469	64	645-311-24-00	$1,081.43	$961.60
14469	91	645-311-51-00	$998.04	$953.74
14469	45	645-311-05-00	$1,081.43	$961.60
14469	17	645-310-17-00	$1,019.35	$905.42
13928	137	645-210-29-00	$1,002.45	$1,002.44
13613	56	645-141-08-00	$999.82	$999.80
14469	78	645-311-38-00	$1,118.46	$874.72
13928	F	645-213-36-00	$0.00	$0.00
13613	109	645-142-20-00	$1,236.65	$1,236.64
14469	63	645-311-23-00	$1,059.49	$1,012.90
14469	92	645-311-52-00	$1,019.35	$905.42
16109	2	645-040-74-25	$844.64	$827.86
16109	2	645-040-74-26	$844.64	$827.86
16109	2	645-040-74-27	$1,253.32	$1,027.30
16109	2	645-040-74-28	$1,253.32	$1,027.30
16109	2	645-040-74-29	$1,253.32	$1,027.30
16109	2	645-040-74-30	$1,253.32	$1,027.30
16109	2	645-040-74-31	$1,240.43	$1,129.32
14469	46	645-311-06-00	$1,118.46	$874.72
16109	2	645-040-78-34	$858.80	$842.06
16109	2	645-040-78-35	$858.80	$842.06
16109	2	645-040-78-36	$1,270.32	$1,044.94
16109	2	645-040-78-37	$1,270.32	$1,044.94
16109	2	645-040-78-38	$1,259.50	$1,148.70
14469	16	645-310-16-00	$998.04	$953.74
16109	2	645-040-74-50	$844.64	$827.86
16109	2	645-040-74-51	$844.64	$827.86
16109	2	645-040-74-52	$1,253.32	$1,027.30
16109	2	645-040-74-53	$1,253.32	$1,027.30
16109	2	645-040-74-54	$1,253.32	$1,027.30
16109	2	645-040-74-55	$1,253.32	$1,027.30
16109	2	645-040-74-56	$1,240.43	$1,129.32
14469	77	645-311-37-00	$1,059.49	$1,012.90
14217	106	645-270-43-00	$979.71	$934.76
14469	62	645-311-22-00	$1,118.46	$874.72
14469	93	645-311-53-00	$1,019.35	$905.42
14469	47	645-311-07-00	$1,081.43	$961.60
16109	2	645-040-74-57	$844.64	$827.86
16109	2	645-040-74-58	$844.64	$827.86
16109	2	645-040-74-59	$1,253.32	$1,027.30

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-60	$1,253.32	$1,027.30
16109	2	645-040-74-61	$1,253.32	$1,027.30
16109	2	645-040-74-62	$1,240.43	$1,129.32
13928	161	645-212-41-00	$1,271.63	$1,271.62
14469	15	645-310-15-00	$1,055.41	$823.62
13859	58	645-171-23-00	$999.82	$999.80
16109	2	645-040-74-32	$1,240.43	$1,129.32
16109	2	645-040-74-33	$1,253.32	$1,027.30
16109	2	645-040-74-34	$1,253.32	$1,027.30
16109	2	645-040-74-35	$1,253.32	$1,027.30
16109	2	645-040-74-36	$844.64	$827.86
16109	2	645-040-74-37	$844.64	$827.86
16109	2	645-040-79-49	$1,254.73	$1,027.30
16109	2	645-040-79-50	$883.55	$866.66
16109	2	645-040-79-51	$1,254.73	$1,027.30
16109	2	645-040-79-52	$883.55	$866.66
16109	2	645-040-79-53	$1,254.73	$1,027.30
16109	2	645-040-74-63	$1,240.43	$1,129.32
16109	2	645-040-74-65	$1,253.32	$1,027.30
16109	2	645-040-74-66	$1,253.32	$1,027.30
16109	2	645-040-74-67	$844.64	$827.86
16109	2	645-040-74-68	$844.64	$827.86
16109	2	645-040-74-64	$1,253.32	$1,027.30
16109	2	645-040-78-01	$858.80	$842.06
16109	2	645-040-78-02	$858.80	$842.06
16109	2	645-040-78-03	$1,270.32	$1,044.94
16109	2	645-040-78-04	$1,270.32	$1,044.94
16109	2	645-040-78-05	$1,270.32	$1,044.94
16109	2	645-040-78-06	$1,259.50	$1,148.70
14217	50	645-271-13-00	$1,000.08	$882.84
13928	35	645-211-28-00	$1,246.35	$1,246.34
14469	76	645-311-36-00	$1,059.49	$1,012.90
14217	105	645-270-42-00	$1,002.97	$887.36
16109	2	645-040-78-07	$1,259.50	$1,148.70
16109	2	645-040-78-08	$1,270.32	$1,044.94
16109	2	645-040-78-09	$1,270.32	$1,044.94
16109	2	645-040-78-10	$1,270.32	$1,044.94
16109	2	645-040-78-11	$858.80	$842.06
16109	2	645-040-78-12	$858.80	$842.06
13928	160	645-212-40-00	$1,271.63	$1,271.62
14469	61	645-311-21-00	$1,081.43	$961.60
14469	94	645-311-54-00	$1,019.35	$905.42
14469	48	645-311-08-00	$1,081.43	$961.60

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	14	645-310-14-00	$1,019.35	$905.42
14217	83	645-270-20-00	$1,002.97	$887.36
14217	51	645-271-14-00	$1,041.58	$803.06
13928	36	645-211-29-00	$1,246.35	$1,246.34
13928	162	645-212-42-00	$1,028.12	$1,028.12
14469	75	645-311-35-00	$1,081.43	$961.60
14217	104	645-270-41-00	$979.71	$934.76
14217	75	645-271-38-00	$1,000.08	$882.84
13928	55	645-211-37-00	$1,246.35	$1,246.34
14469	60	645-311-20-00	$1,081.43	$961.60
14469	95	645-311-55-00	$998.04	$953.74
14469	49	645-311-09-00	$1,059.49	$1,012.90
14469	13	645-310-13-00	$998.04	$953.74
13859	57	645-171-22-00	$1,236.65	$1,236.64
13928	159	645-212-39-00	$1,271.63	$1,271.62
14217	84	645-270-21-00	$979.71	$934.76
14217	52	645-271-15-00	$1,000.08	$882.84
13928	37	645-211-30-00	$1,246.35	$1,246.34
14469	74	645-311-34-00	$1,081.43	$961.60
14217	103	645-270-40-00	$1,042.39	$807.24
14217	74	645-271-37-00	$975.50	$929.92
13859	19	645-171-01-00	$1,002.45	$1,002.44
14469	59	645-311-19-00	$1,118.46	$874.72
14469	96	645-311-56-00	$1,019.35	$905.42
14469	50	645-311-10-00	$1,081.43	$961.60
13928	163	645-212-43-00	$1,271.63	$1,271.62
14469	12	645-310-12-00	$1,019.35	$905.42
14217	73	645-271-36-00	$1,041.58	$803.06
14217	85	645-270-22-00	$1,042.39	$807.24
14217	53	645-271-16-00	$975.50	$929.92
13928	38	645-211-31-00	$1,246.35	$1,246.34
14469	73	645-311-33-00	$998.04	$953.74
14217	102	645-270-39-00	$1,002.97	$887.36
14217	72	645-271-35-00	$975.50	$929.92
13928	54	645-211-36-00	$1,246.35	$1,246.34
13928	158	645-212-38-00	$1,028.12	$1,028.12
14469	58	645-311-18-00	$1,019.35	$905.42
14469	97	645-311-57-00	$998.04	$953.74
14469	51	645-311-11-00	$1,081.43	$961.60
14469	11	645-310-11-00	$1,055.41	$823.62
13859	56	645-171-21-00	$1,236.65	$1,236.64
13859	59	645-171-24-00	$1,236.65	$1,236.64
15157	2	645-380-02-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	86	645-270-23-00	$1,002.97	$887.36
14217	54	645-271-17-00	$1,041.58	$803.06
14217	107	645-270-44-00	$1,042.39	$807.24
13928	164	645-212-44-00	$1,271.63	$1,271.62
14469	72	645-311-32-00	$1,019.35	$905.42
14217	101	645-270-38-00	$979.71	$934.76
14217	71	645-271-34-00	$1,000.08	$882.84
13859	20	645-171-02-00	$1,239.91	$1,239.90
14469	57	645-311-17-00	$998.04	$953.74
14469	98	645-311-58-00	$1,055.41	$823.62
14217	123	645-270-60-00	$1,002.97	$887.36
20870	PAR 1	645-380-12-00	$0.00	$0.00
14469	52	645-311-12-00	$1,059.49	$1,012.90
14469	10	645-310-10-00	$1,019.35	$905.42
15157	6	645-380-0600	$0.00	$0.00
14217	70	645-271-33-00	$975.50	$929.92
13928	53	645-211-35-00	$1,246.35	$1,246.34
13928	157	645-212-37-00	$1,271.63	$1,271.62
14217	87	645-270-24-00	$979.71	$934.76
14217	55	645-271-18-00	$1,000.08	$882.84
13928	39	645-211-32-00	$1,246.35	$1,246.34
13859	18	645-170-18-00	$1,002.45	$1,002.44
14469	71	645-311-31-00	$1,019.35	$905.42
14217	108	645-270-45-00	$979.71	$934.76
14217	100	645-270-37-00	$1,002.97	$887.36
14469	56	645-311-16-00	$1,019.35	$905.42
14469	99	645-311-59-00	$1,019.35	$905.42
14469	53	645-311-13-00	$1,081.43	$961.60
13928	165	645-212-45-00	$1,271.63	$1,271.62
14469	9	645-310-09-00	$1,019.35	$905.42
13859	55	645-171-20-00	$1,236.65	$1,236.64
14217	69	645-271-32-00	$1,041.58	$803.06
13859	60	645-171-25-00	$1,236.65	$1,236.64
14217	88	645-270-25-00	$1,042.39	$807.24
14217	56	645-271-19-00	$975.50	$929.92
14469	70	645-311-30-00	$1,055.41	$823.62
14217	109	645-270-46-00	$1,002.97	$887.36
14217	99	645-270-36-00	$979.71	$934.76
13928	52	645-211-34-00	$1,246.35	$1,246.34
14217	124	645-270-61-00	$1,042.39	$807.24
14217	122	645-270-59-00	$979.71	$934.76
13859	21	645-171-03-00	$1,239.91	$1,239.90
13928	156	645-212-36-00	$1,271.63	$1,271.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	55	645-311-15-00	$998.04	$953.74
14469	54	645-311-14-00	$1,118.46	$874.72
14469	160	645-312-61-00	$1,002.97	$887.36
13928	40	645-211-33-00	$1,246.35	$1,246.34
14217	68	645-271-31-00	$1,000.08	$882.84
14469	149	645-312-50-00	$1,002.97	$887.36
14217	89	645-270-26-00	$1,002.97	$887.36
14217	57	645-271-20-00	$1,041.58	$803.06
13928	166	645-212-46-00	$1,271.63	$1,271.62
14217	110	645-270-47-00	$979.71	$934.76
14217	98	645-270-35-00	$1,002.97	$887.36
14217	125	645-270-62-00	$1,042.39	$807.24
14217	121	645-270-58-00	$1,002.97	$887.36
14469	159	645-312-60-00	$1,042.39	$807.24
13859	17	645-170-17-00	$1,239.91	$1,239.90
13859	54	645-171-19-00	$1,236.65	$1,236.64
14217	67	645-271-30-00	$975.50	$929.92
14469	150	645-312-51-00	$979.71	$934.76
13928	51	645-212-11-00	$1,007.67	$1,007.66
13928	155	645-212-35-00	$1,271.63	$1,271.62
13859	61	645-171-26-00	$1,236.65	$1,236.64
14217	90	645-270-27-00	$1,042.39	$807.24
14217	58	645-271-21-00	$1,000.08	$882.84
14217	111	645-270-48-00	$1,042.39	$807.24
14217	126	645-270-63-00	$979.71	$934.76
13859	22	645-171-04-00	$1,239.91	$1,239.90
14217	120	645-270-57-00	$979.71	$934.76
14469	158	645-312-59-00	$1,002.97	$887.36
14217	97	645-270-34-00	$979.71	$934.76
14217	66	645-271-29-00	$1,000.08	$882.84
14469	151	645-312-52-00	$1,002.97	$887.36
14469	118	645-312-19-00	$1,055.41	$823.62
14217	91	645-270-28-00	$1,002.97	$887.36
14217	59	645-271-22-00	$975.50	$929.92
14217	112	645-270-49-00	$1,002.97	$887.36
14469	119	645-312-20-00	$998.04	$953.74
13928	50	645-212-10-00	$1,246.35	$1,246.34
14217	127	645-270-64-00	$1,002.97	$887.36
14469	111	645-312-12-00	$1,019.35	$905.42
14217	119	645-270-56-00	$1,002.97	$887.36
14469	157	645-312-58-00	$979.71	$934.76
13859	53	645-171-18-00	$1,236.65	$1,236.64
14217	65	645-271-28-00	$1,041.58	$803.06

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	152	645-312-53-00	$1,002.97	$887.36
14469	117	645-312-18-00	$1,019.35	$905.42
14217	92	645-270-29-00	$1,042.39	$807.24
14217	60	645-271-23-00	$1,000.08	$882.84
13928	B	645-211-75-00	$0.00	$0.00
13859	16	645-170-16-00	$1,239.91	$1,239.90
14217	113	645-270-50-00	$979.71	$934.76
14469	120	645-312-21-00	$1,019.35	$905.42
14217	128	645-270-65-00	$979.71	$934.76
14217	118	645-270-55-00	$1,042.39	$807.24
13859	23	645-171-05-00	$1,239.91	$1,239.90
14469	112	645-312-13-00	$998.04	$953.74
14469	156	645-312-57-00	$1,002.97	$887.36
14217	64	645-271-27-00	$975.50	$929.92
14469	153	645-312-54-00	$1,042.39	$807.24
13928	49	645-212-09-00	$1,246.35	$1,246.34
16109	2	645-040-77-01	$844.64	$827.86
16109	2	645-040-77-02	$844.64	$827.86
16109	2	645-040-77-03	$1,253.32	$1,027.30
16109	2	645-040-77-04	$1,253.32	$1,027.30
16109	2	645-040-77-05	$1,253.32	$1,027.30
16109	2	645-040-77-06	$1,240.43	$1,129.32
14217	93	645-270-30-00	$979.71	$934.76
16109	2	645-040-78-27	$858.80	$842.06
16109	2	645-040-78-28	$858.80	$842.06
16109	2	645-040-78-29	$1,270.32	$1,044.94
16109	2	645-040-78-30	$1,270.32	$1,044.94
16109	2	645-040-78-31	$1,270.32	$1,044.94
16109	2	645-040-78-32	$1,270.32	$1,044.94
16109	2	645-040-78-33	$1,259.50	$1,148.70
14217	61	645-271-24-00	$1,041.58	$803.06
13928	152	645-213-15-00	$1,271.63	$1,271.62
14217	114	645-270-51-00	$1,002.97	$887.36
14469	121	645-312-22-00	$998.04	$953.74
14217	96	645-270-33-00	$1,002.97	$887.36
16109	2	645-040-77-18	$844.64	$827.86
16109	2	645-040-77-19	$844.64	$827.86
16109	2	645-040-77-20	$1,253.32	$1,027.30
16109	2	645-040-77-21	$1,253.32	$1,027.30
16109	2	645-040-77-22	$1,253.32	$1,027.30
16109	2	645-040-77-23	$1,253.32	$1,027.30
16109	2	645-040-77-24	$1,240.43	$1,129.32
16109	2	645-040-78-20	$1,259.50	$1,148.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-21	$1,270.32	$1,044.94
16109	2	645-040-78-22	$1,270.32	$1,044.94
16109	2	645-040-78-23	$1,270.32	$1,044.94
16109	2	645-040-78-24	$1,270.32	$1,044.94
16109	2	645-040-78-25	$858.80	$842.06
16109	2	645-040-78-26	$858.80	$842.06
14217	129	645-270-66-00	$1,002.97	$887.36
14217	117	645-270-54-00	$1,002.97	$887.36
13928	151	645-213-14-00	$1,271.63	$1,271.62
16109	2	645-040-77-12	$1,240.43	$1,129.32
16109	2	645-040-77-13	$1,253.32	$1,027.30
16109	2	645-040-77-14	$1,253.32	$1,027.30
16109	2	645-040-77-15	$1,253.32	$1,027.30
16109	2	645-040-77-16	$844.64	$827.86
16109	2	645-040-77-17	$844.64	$827.86
14469	155	645-312-56-00	$1,002.97	$887.36
14469	138	645-312-39-00	$1,019.35	$905.42
13859	52	645-171-17-00	$1,236.65	$1,236.64
14217	63	645-271-26-00	$1,000.08	$882.84
14469	154	645-312-55-00	$979.71	$934.76
14469	113	645-312-14-00	$1,019.35	$905.42
14217	94	645-270-31-00	$1,002.97	$887.36
14217	62	645-271-25-00	$975.50	$929.92
14217	115	645-270-52-00	$979.71	$934.76
14469	122	645-312-23-00	$1,019.35	$905.42
16109	2	645-040-80-44	$1,254.73	$1,027.30
16109	2	645-040-80-45	$883.55	$866.66
16109	2	645-040-80-46	$1,254.73	$1,027.30
16109	2	645-040-80-47	$883.55	$866.66
16109	2	645-040-80-48	$1,254.73	$1,027.30
14217	95	645-270-32-00	$979.71	$934.76
13928	48	645-212-08-00	$1,271.63	$1,271.62
14217	116	645-270-53-00	$979.71	$934.76
13859	24	645-171-06-00	$1,002.45	$1,002.44
13859	L	645-170-27-00	$0.00	$0.00
13859	15	645-170-15-00	$1,239.91	$1,239.90
14469	137	645-312-38-00	$1,055.41	$823.62
14469	123	645-312-24-00	$998.04	$953.74
13928	153	645-213-16-00	$1,271.63	$1,271.62
14469	136	645-312-37-00	$1,019.35	$905.42
13859	51	645-171-16-00	$1,236.65	$1,236.64
13928	47	645-212-07-00	$1,271.63	$1,271.62
13928	150	645-213-13-00	$1,271.63	$1,271.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	124	645-312-25-00	$1,019.35	$905.42
13859	25	645-171-07-00	$1,239.91	$1,239.90
14469	114	645-312-15-00	$998.04	$953.74
14469	135	645-312-36-00	$998.04	$953.74
13859	14	645-170-14-00	$1,239.91	$1,239.90
14469	125	645-312-26-00	$998.04	$953.74
13928	46	645-212-06-00	$1,271.63	$1,271.62
14469	134	645-312-35-00	$1,019.35	$905.42
13859	50	645-171-15-00	$1,236.65	$1,236.64
16109	2	645-040-77-25	$1,240.43	$1,129.32
16109	2	645-040-77-26	$1,253.32	$1,027.30
16109	2	645-040-77-28	$1,253.32	$1,027.30
16109	2	645-040-77-29	$1,253.32	$1,027.30
16109	2	645-040-77-30	$844.64	$827.86
16109	2	645-040-77-31	$844.64	$827.86
16109	2	645-040-77-27	$1,253.32	$1,027.30
16109	2	645-040-78-13	$858.80	$842.06
16109	2	645-040-78-14	$858.80	$842.06
16109	2	645-040-78-15	$1,270.32	$1,044.94
16109	2	645-040-78-16	$1,270.32	$1,044.94
16109	2	645-040-78-17	$1,270.32	$1,044.94
16109	2	645-040-78-18	$1,270.32	$1,044.94
16109	2	645-040-78-19	$1,259.50	$1,148.70
13928	154	645-213-17-00	$1,271.63	$1,271.62
14469	126	645-312-27-00	$1,055.41	$823.62
16109	2	645-040-77-07	$1,240.43	$1,129.32
16109	2	645-040-77-08	$1,253.32	$1,027.30
16109	2	645-040-77-09	$1,253.32	$1,027.30
16109	2	645-040-77-10	$844.64	$827.86
16109	2	645-040-77-11	$844.64	$827.86
13859	26	645-171-08-00	$1,239.91	$1,239.90
13928	143	645-213-06-00	$1,271.63	$1,271.62
14469	133	645-312-34-00	$998.04	$953.74
13928	45	645-212-05-00	$1,271.63	$1,271.62
13928	142	645-213-05-00	$1,271.63	$1,271.62
14469	115	645-312-16-00	$1,019.35	$905.42
14469	127	645-312-28-00	$1,019.35	$905.42
13859	13	645-170-13-00	$1,239.91	$1,239.90
14469	132	645-312-33-00	$1,055.41	$823.62
13859	49	645-171-14-00	$1,239.91	$1,239.90
14469	116	645-312-17-00	$1,019.35	$905.42
13928	144	645-213-07-00	$1,271.63	$1,271.62
14469	128	645-312-29-00	$1,019.35	$905.42

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	44	645-212-04-00	$1,028.12	$1,028.12
13928	141	645-213-04-00	$1,271.63	$1,271.62
13859	27	645-171-09-00	$1,002.45	$1,002.44
14469	129	645-312-30-00	$998.04	$953.74
13928	145	645-213-08-00	$1,271.63	$1,271.62
13859	48	645-171-13-00	$1,239.91	$1,239.90
13928	43	645-212-03-00	$1,271.63	$1,271.62
13928	140	645-213-03-00	$1,028.12	$1,028.12
14469	131	645-312-32-00	$1,019.35	$905.42
13859	12	645-170-12-00	$1,239.91	$1,239.90
14469	130	645-312-31-00	$1,055.41	$823.62
13859	28	645-171-10-00	$1,239.91	$1,239.90
13928	41	645-212-01-00	$1,271.63	$1,271.62
13928	42	645-212-02-00	$1,271.63	$1,271.62
13928	139	645-213-02-00	$1,271.63	$1,271.62
13859	47	645-171-12-00	$1,239.91	$1,239.90
13859	29	645-171-11-00	$1,239.91	$1,239.90
13928	146	645-213-09-00	$1,271.63	$1,271.62
13859	11	645-170-11-00	$1,002.45	$1,002.44
13928	138	645-213-01-00	$1,271.63	$1,271.62
13859	D	645-171-50-00	$0.00	$0.00
13859	10	645-170-10-00	$1,239.91	$1,239.90
13859	46	645-172-17-00	$1,239.91	$1,239.90
13859	30	645-172-01-00	$1,239.91	$1,239.90
13859	84	645-172-18-00	$1,239.91	$1,239.90
13859	101	645-172-35-00	$1,239.91	$1,239.90
13859	85	645-172-19-00	$1,239.91	$1,239.90
16109	2	645-040-77-32	$1,253.32	$1,027.30
16109	2	645-040-77-33	$1,253.32	$1,027.30
16109	2	645-040-77-34	$1,253.32	$1,027.30
16109	2	645-040-77-35	$1,240.43	$1,129.32
16109	2	645-040-77-36	$1,253.32	$1,027.30
16109	2	645-040-77-37	$1,253.32	$1,027.30
16109	2	645-040-77-38	$1,253.32	$1,027.30
16109	2	645-040-77-39	$1,253.32	$1,027.30
16109	2	645-040-77-40	$1,240.43	$1,129.32
16109	2	645-040-77-41	$1,253.32	$1,027.30
16109	2	645-040-77-42	$1,253.32	$1,027.30
16109	2	645-040-77-43	$1,253.32	$1,027.30
13859	45	645-172-16-00	$1,239.91	$1,239.90
13859	31	645-172-02-00	$1,239.91	$1,239.90
13859	9	645-170-09-00	$1,239.91	$1,239.90
13859	100	645-172-34-00	$1,239.91	$1,239.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	86	645-172-20-00	$1,239.91	$1,239.90
13859	B	645-170-26-00	$0.00	$0.00
13859	44	645-172-15-00	$1,239.91	$1,239.90
13859	A	645-170-25-00	$0.00	$0.00
13859	32	645-172-03-00	$1,002.45	$1,002.44
13859	87	645-172-21-00	$1,002.45	$1,002.44
13859	99	645-172-33-00	$1,239.91	$1,239.90
13859	43	645-172-14-00	$1,239.91	$1,239.90
13859	8	645-170-08-00	$1,239.91	$1,239.90
13859	88	645-172-22-00	$1,239.91	$1,239.90
13859	98	645-172-32-00	$1,239.91	$1,239.90
13859	33	645-172-04-00	$1,239.91	$1,239.90
13859	42	645-172-13-00	$1,002.45	$1,002.44
13859	89	645-172-23-00	$1,239.91	$1,239.90
13859	G	645-172-38-00	$0.00	$0.00
13859	97	645-172-31-00	$1,239.91	$1,239.90
13859	F	645-172-37-00	$0.00	$0.00
13859	7	645-170-07-00	$1,239.91	$1,239.90
13859	34	645-172-05-00	$1,239.91	$1,239.90
13859	90	645-172-24-00	$1,002.45	$1,002.44
13859	41	645-172-12-00	$1,239.91	$1,239.90
13859	91	645-172-25-00	$1,239.91	$1,239.90
13859	96	645-172-30-00	$1,239.91	$1,239.90
16109	2	645-040-74-02	$1,253.32	$1,027.30
16109	2	645-040-74-01	$1,355.34	$1,129.32
16109	2	645-040-74-03	$1,253.32	$1,027.30
16109	2	645-040-74-04	$1,240.43	$1,129.32
16109	2	645-040-74-05	$1,253.32	$1,027.30
16109	2	645-040-74-06	$1,253.32	$1,027.30
16109	2	645-040-74-07	$1,253.32	$1,027.30
16109	2	645-040-74-08	$1,253.32	$1,027.30
16109	2	645-040-74-09	$1,240.43	$1,129.32
16109	2	645-040-74-10	$1,253.32	$1,027.30
16109	2	645-040-74-11	$1,253.32	$1,027.30
16109	2	645-040-74-12	$1,253.32	$1,027.30
13859	40	645-172-11-00	$1,002.45	$1,002.44
13859	35	645-172-06-00	$1,239.91	$1,239.90
13859	6	645-170-06-00	$1,239.91	$1,239.90
16109	2	645-040-77-91	$1,270.32	$1,044.94
16109	2	645-040-77-80	$1,270.32	$1,044.94
16109	2	645-040-77-81	$1,270.32	$1,044.94
16109	2	645-040-77-82	$1,270.32	$1,044.94
16109	2	645-040-77-83	$1,259.50	$1,148.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-84	$1,270.32	$1,044.94
16109	2	645-040-77-85	$1,270.32	$1,044.94
16109	2	645-040-77-86	$1,270.32	$1,044.94
16109	2	645-040-77-87	$1,270.32	$1,044.94
16109	2	645-040-77-88	$1,259.50	$1,148.70
16109	2	645-040-77-89	$1,270.32	$1,044.94
16109	2	645-040-77-90	$1,270.32	$1,044.94
13859	92	645-172-26-00	$1,239.91	$1,239.90
13859	95	645-172-29-00	$1,239.91	$1,239.90
13859	5	645-170-05-00	$1,239.91	$1,239.90
13859	39	645-172-10-00	$1,239.91	$1,239.90
13859	36	645-172-07-00	$1,239.91	$1,239.90
13859	93	645-172-27-00	$1,239.91	$1,239.90
13859	38	645-172-09-00	$1,239.91	$1,239.90
13859	94	645-172-28-00	$1,239.91	$1,239.90
13859	37	645-172-08-00	$1,239.91	$1,239.90
13859	4	645-170-04-00	$1,239.91	$1,239.90
13859	M	645-172-40-00	$0.00	$0.00
13859	3	645-170-03-00	$1,239.91	$1,239.90
13859	2	645-170-02-00	$1,239.91	$1,239.90
13859	1	645-170-01-00	$1,239.91	$1,239.90
15157	1	645-380-01-00	$0.00	$0.00
14258	11	645-280-26-00	$0.00	$0.00
20870	PAR 2	645-380-13-00	$0.00	$0.00
14258	4	645-280-04-00	$0.00	$0.00
14258	3	645-280-03-00	$0.00	$0.00
14258	2	645-280-02-00	$0.00	$0.00
14258	1	645-280-01-00	$0.00	$0.00
16413	2	645-410-11-01	$1,670.90	$1,536.66
16413	2	645-410-11-02	$1,670.93	$1,397.84
16413	2	645-410-11-03	$1,670.93	$1,397.84
16413	2	645-410-11-04	$1,670.93	$1,397.84
16413	2	645-410-11-05	$1,146.74	$1,126.46
16413	2	645-410-11-06	$1,146.77	$1,003.42
16413	2	645410-11-07	$1,670.90	$1,536.66
16413	2	645-410-11-08	$1,670.93	$1,397.84
16413	2	645-410-11-09	$1,670.93	$1,397.84
16413	2	645-410-11-10	$1,670.93	$1,397.84
16413	2	645-410-11-11	$1,146.74	$1,126.46
16413	2	645-410-11-12	$1,146.77	$1,003.42
16413	2	645-410-10-57	$1,057.98	$923.42
16413	2	645-410-10-58	$1,055.69	$1,036.66
16413	2	645-410-10-59	$1,542.75	$1,286.40

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-60	$1,542.75	$1,286.40
16413	2	645-410-10-61	$1,542.75	$1,286.40
16413	2	645-410-10-62	$1,542.75	$1,286.40
16413	2	645-410-10-63	$1,540.17	$1,414.16
16413	2	645-410-11-76	$1,670.90	$1,536.66
16413	2	645-410-11-77	$1,670.93	$1,397.84
16413	2	645-410-11-78	$1,670.93	$1,397.84
16413	2	645-410-11-79	$1,670.93	$1,397.84
16413	2	645-410-11-80	$1,146.74	$1,126.46
16413	2	645-410-11-81	$1,146.77	$1,003.42
16413	2	645-410-11-69	$1,057.98	$923.42
16413	2	645-410-11-70	$1,055.69	$1,036.66
16413	2	645-410-11-71	$1,542.75	$1,286.40
16413	2	645-410-11-72	$1,542.75	$1,286.40
16413	2	645-410-11-73	$1,542.75	$1,286.40
16413	2	645-410-11-74	$1,542.75	$1,286.40
16413	2	645-410-11-75	$1,540.17	$1,414.16
14730	49	645-341-26-00	$1,454.80	$1,454.78
14730	48	645-341-25-00	$1,176.18	$1,176.18
14730	50	645-341-27-00	$1,139.55	$1,091.08
14730	47	645-341-24-00	$1,454.80	$1,454.78
14730	51	645-341-28-00	$1,176.18	$1,176.18
14730	46	645-341-23-00	$1,139.55	$1,091.08
14730	52	645-341-29-00	$1,139.55	$1,091.08
14730	45	645-341-22-00	$1,454.80	$1,454.78
14730	92	645-341-35-00	$1,073.80	$1,027.52
14730	180	645-060-45-07	$1,261.31	$1,026.16
14730	180	645-060-45-08	$889.50	$889.50
14730	180	645-060-45-09	$889.50	$889.50
14730	180	645-060-45-10	$1,261.31	$1,026.16
14730	91	645-341-34-00	$1,370.05	$1,370.04
14730	180	645-060-45-01	$1,261.31	$1,026.16
14730	180	645-060-45-02	$889.50	$889.50
14730	180	645-060-45-03	$1,261.31	$1,026.16
14730	90	645-342-34-00	$1,129.42	$887.32
14730	180	645-060-43-01	$1,261.31	$1,026.16
14730	180	645-060-43-02	$1,261.31	$1,026.16
14730	180	645-060-43-03	$889.50	$889.50
14730	180	645-060-43-04	$1,261.31	$1,026.16
14730	180	645-060-43-05	$889.50	$889.50
14730	180	645-060-43-06	$1,261.31	$1,026.16
14730	89	645-342-33-00	$1,370.05	$1,370.04
14730	180	645-060-43-13	$1,261.31	$1,026.16

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	180	645-060-43-15	$889.50	$889.50
14730	180	645-060-43-16	$1,261.31	$1,026.16
14730	180	645-060-43-07	$1,261.31	$1,026.16
14730	180	645-060-43-08	$1,261.31	$1,026.16
14730	180	645-060-43-09	$889.50	$889.50
14730	180	645-060-43-10	$1,261.31	$1,026.16
14730	180	645-060-43-11	$889.50	$889.50
14730	180	645-060-43-12	$1,261.31	$1,026.16
14730	180	645-060-44-11	$1,261.31	$1,026.16
14730	180	645-060-44-12	$889.50	$889.50
14730	180	645-060-44-13	$889.50	$889.50
14730	180	645-060-44-14	$1,261.31	$1,026.16
14730	88	645-342-32-00	$1,073.80	$1,027.52
14730	180	645-060-44-01	$1,261.31	$1,026.16
14730	180	645-060-44-02	$889.50	$889.50
14730	180	645-060-44-03	$1,261.31	$1,026.16
14730	180	645-060-44-04	$889.50	$889.50
14730	180	645-060-44-05	$1,261.31	$1,026.16
14730	87	645-342-31-00	$1,370.05	$1,370.04
14730	180	645-060-44-06	$1,261.31	$1,026.16
14730	180	645-060-44-07	$889.50	$889.50
14730	180	645-060-44-08	$1,261.31	$1,026.16
14730	180	645-060-44-09	$889.50	$889.50
14730	180	645-060-44-10	$1,261.31	$1,026.16
14730	86	645-342-30-00	$1,073.80	$1,027.52
14730	180	645-060-45-04	$1,261.31	$1,026.16
14730	180	645-060-45-05	$889.50	$889.50
14730	180	645-060-45-06	$1,261.31	$1,026.16
14730	85	645-342-29-00	$1,370.05	$1,370.04
14730	109	645-342-42-00	$1,129.42	$887.32
14730	84	645-342-28-00	$1,073.80	$1,027.52
14730	110	645-342-43-00	$1,073.80	$1,027.52
14730	83	645-342-27-00	$1,073.80	$1,027.52
14730	111	645-342-44-00	$1,370.05	$1,370.04
14730	82	645-342-26-00	$1,370.05	$1,370.04
14730	81	645-342-25-00	$1,073.80	$1,027.52
14730	112	645-342-45-00	$1,073.80	$1,027.52
14730	80	645-342-24-00	$1,370.05	$1,370.04
14730	113	645-342-46-00	$1,073.80	$1,027.52
14730	114	645-342-47-00	$1,370.05	$1,370.04
14730	79	645-342-23-00	$1,370.05	$1,370.04
14730	69	645-342-13-00	$1,107.68	$1,107.66
14730	78	645-342-22-00	$1,107.68	$1,107.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	70	645-342-14-00	$1,129.42	$887.32
14730	77	645-342-21-00	$1,370.05	$1,370.04
14730	71	645-342-15-00	$1,370.05	$1,370.04
14730	76	645-342-20-00	$1,073.80	$1,027.52
14730	72	645-342-16-00	$1,073.80	$1,027.52
14730	75	645-342-19-00	$1,107.68	$1,107.66
14730	73	645-342-17-00	$1,107.68	$1,107.66
14730	74	645-342-18-00	$1,370.05	$1,370.04
13928	167	645-212-47-00	$1,271.63	$1,271.62
13530	14	645-110-14-00	$976.41	$929.92
13928	168	645-212-48-00	$1,271.63	$1,271.62
13928	96	645-212-23-00	$1,007.67	$1,007.66
13530	92	645-111-36-00	$1,019.73	$775.92
13928	95	645-212-22-00	$1,246.35	$1,246.34
13530	103	645-111-47-00	$1,019.73	$775.92
13530	15	645-110-15-00	$976.41	$929.92
13928	169	645-212-49-00	$1,271.63	$1,271.62
13530	29	645-111-02-00	$1,046.32	$732.10
13928	97	645-212-24-00	$1,246.35	$1,246.34
13530	91	645-111-35-00	$1,046.32	$732.10
13530	102	645-111-46-00	$1,046.32	$732.10
13928	94	645-212-21-00	$1,007.67	$1,007.66
13530	30	645-111-03-00	$972.84	$853.00
13530	104	645-111-48-00	$972.84	$853.00
13928	170	645-212-50-00	$1,028.12	$1,028.12
13530	16	645-110-16-00	$976.41	$929.92
13530	90	645-111-34-00	$972.84	$853.00
13928	98	645-212-25-00	$1,246.35	$1,246.34
13530	13	645-110-13-00	$976.41	$929.92
13928	93	645-212-20-00	$1,246.35	$1,246.34
13530	31	645-111-04-00	$1,019.73	$775.92
13928	171	645-212-51-00	$1,271.63	$1,271.62
13530	101	645-111-45-00	$972.84	$853.00
13530	17	645-110-17-00	$976.41	$929.92
13530	89	645-111-33-00	$1,019.73	$775.92
13530	32	645-111-05-00	$1,046.32	$732.10
13928	172	645-212-52-00	$1,271.63	$1,271.62
13928	99	645-212-26-00	$1,246.35	$1,246.34
13928	92	645-212-19-00	$1,246.35	$1,246.34
13530	18	645-110-18-00	$1,002.43	$882.84
13530	88	645-111-32-00	$972.84	$853.00
13530	33	645-111-06-00	$972.84	$853.00
13530	100	645-111-44-00	$1,019.73	$775.92

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	105	645-111-49-00	$1,019.73	$775.92
13928	173	645-212-53-00	$1,271.63	$1,271.62
13530	19	645-110-19-00	$976.41	$929.92
13928	100	645-212-27-00	$1,246.35	$1,246.34
13530	87	645-111-31-00	$1,019.73	$775.92
13928	91	645-212-18-00	$1,246.35	$1,246.34
13530	34	645-111-07-00	$1,019.73	$775.92
13928	174	645-212-54-00	$1,271.63	$1,271.62
13530	99	645-111-43-00	$972.84	$853.00
13530	20	645-110-20-00	$1,002.43	$882.84
13530	86	645-111-30-00	$972.84	$853.00
13530	35	645-111-08-00	$972.84	$853.00
13928	101	645-212-28-00	$1,246.35	$1,246.34
13928	90	645-212-17-00	$1,246.35	$1,246.34
13530	106	645-111-50-00	$972.84	$853.00
13928	175	645-212-55-00	$1,271.63	$1,271.62
13530	21	645-110-21-00	$976.41	$929.92
13530	85	645-111-29-00	$1,046.32	$732.10
13530	36	645-111-09-00	$1,046.32	$732.10
13928	102	645-212-29-00	$1,007.67	$1,007.66
13530	98	645-111-42-00	$1,019.73	$775.92
13530	116	645-111-60-00	$945.09	$898.48
13928	176	645-212-56-00	$1,271.63	$1,271.62
13530	115	645-111-59-00	$945.09	$898.48
13928	89	645-212-16-00	$1,246.35	$1,246.34
13530	37	645-111-10-00	$972.84	$853.00
13928	103	645-212-30-00	$1,246.35	$1,246.34
13530	84	645-111-28-00	$1,046.32	$732.10
13530	107	645-111-51-00	$1,046.32	$732.10
13530	22	645-110-22-00	$976.41	$929.92
13530	117	645-111-61-00	$945.09	$898.48
13928	177	645-212-57-00	$1,271.63	$1,271.62
13530	97	645-111-41-00	$1,046.32	$732.10
13530	38	645-111-11-00	$1,019.73	$775.92
13928	104	645-212-31-00	$1,246.35	$1,246.34
13928	88	645-212-15-00	$1,246.35	$1,246.34
13530	108	645-111-52-00	$1,019.73	$775.92
13530	83	645-111-27-00	$1,019.73	$775.92
13530	118	645-111-62-00	$945.09	$898.48
13530	39	645-111-12-00	$972.84	$853.00
13928	178	645-212-58-00	$1,271.63	$1,271.62
13530	23	645-110-23-00	$976.41	$929.92
13928	105	645-212-32-00	$1,246.35	$1,246.34

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	96	645-111-40-00	$1,019.73	$775.92
13530	40	645-111-13-00	$1,046.32	$732.10
13530	5	645-110-05-00	$945.09	$898.48
13928	87	645-212-14-00	$1,246.35	$1,246.34
13530	119	645-111-63-00	$972.84	$853.00
13530	109	645-111-53-00	$972.84	$853.00
13530	82	645-111-26-00	$1,046.32	$732.10
13530	41	645-111-14-00	$972.84	$853.00
13928	106	645-212-33-00	$1,246.35	$1,246.34
13530	114	645-111-58-00	$945.09	$898.48
13530	24	645-110-24-00	$976.41	$929.92
13530	120	645-111-64-00	$945.09	$898.48
13928	179	645-212-59-00	$1,271.63	$1,271.62
13530	4	645-110-04-00	$945.09	$898.48
13530	42	645-111-15-00	$1,019.73	$775.92
13530	95	645-111-39-00	$972.84	$853.00
13928	86	645-212-13-00	$1,246.35	$1,246.34
13530	121	645-111-65-00	$945.09	$898.48
13928	107	645-212-34-00	$1,246.35	$1,246.34
13530	81	645-111-25-00	$972.84	$853.00
13530	43	645-111-16-00	$972.84	$853.00
13928	180	645-212-60-00	$1,271.63	$1,271.62
13530	3	645-110-03-00	$972.84	$853.00
13530	25	645-110-25-00	$1,002.43	$882.84
13928	85	645-212-12-00	$1,246.35	$1,246.34
13530	44	645-111-17-00	$1,019.73	$775.92
13530	122	645-111-66-00	$945.09	$898.48
13928	181	645-212-61-00	$1,028.12	$1,028.12
13530	2	645-110-02-00	$976.41	$929.92
13530	45	645-111-18-00	$972.84	$853.00
13530	80	645-111-24-00	$1,019.73	$775.92
13530	113	645-111-57-00	$945.09	$898.48
13928	84	645-211-66-00	$1,246.35	$1,246.34
13530	46	645-111-19-00	$1,019.73	$775.92
13530	1	645-110-01-00	$976.41	$929.92
13530	123	645-111-67-00	$945.09	$898.48
13530	47	645-111-20-00	$972.84	$853.00
13530	124	645-111-68-00	$945.09	$898.48
13928	83	645-211-65-00	$1,246.35	$1,246.34
13530	48	645-112-01-00	$972.84	$853.00
13530	79	645-111-23-00	$1,046.32	$732.10
13610	38	645-130-38-00	$945.09	$898.48
13928	182	645-212-62-00	$1,271.63	$1,271.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	37	645-130-37-00	$945.09	$898.48
13928	120	645-210-12-00	$1,239.91	$1,239.90
13928	82	645-211-64-00	$1,246.35	$1,246.34
13530	49	645-112-02-00	$1,046.32	$732.10
13928	183	645-213-18-00	$1,271.63	$1,271.62
13530	78	645-111-22-00	$972.84	$853.00
13928	184	645-213-19-00	$1,271.63	$1,271.62
13530	50	645-112-03-00	$972.84	$853.00
13928	121	645-210-13-00	$1,239.91	$1,239.90
13530	77	645-111-21-00	$1,019.73	$775.92
13928	119	645-210-11-00	$1,239.91	$1,239.90
13928	81	645-211-63-00	$1,246.35	$1,246.34
13610	39	645-130-39-00	$945.09	$898.48
13928	185	645-213-20-00	$1,028.12	$1,028.12
13610	36	645-130-36-00	$945.09	$898.48
13530	51	645-112-04-00	$1,019.73	$775.92
13928	108	645-211-67-00	$1,007.67	$1,007.66
13530	76	645-112-29-00	$972.84	$853.00
13928	80	645-211-62-00	$1,246.35	$1,246.34
13610	40	645-130-40-00	$972.84	$853.00
13530	52	645-112-05-00	$972.84	$853.00
13928	186	645-213-21-00	$1,271.63	$1,271.62
13928	122	645-210-14-00	$1,002.45	$1,002.44
13610	35	645-130-35-00	$945.09	$898.48
13928	149	645-213-12-00	$1,271.63	$1,271.62
13928	118	645-210-10-00	$1,239.91	$1,239.90
13928	187	645-213-22-00	$1,271.63	$1,271.62
13530	75	645-112-28-00	$1,046.32	$732.10
13928	148	645-213-11-00	$1,271.63	$1,271.62
13530	53	645-112-06-00	$1,046.32	$732.10
13928	109	645-211-68-00	$1,246.35	$1,246.34
13928	79	645-211-61-00	$1,246.35	$1,246.34
13928	188	645-213-23-00	$1,271.63	$1,271.62
13928	123	645-210-15-00	$1,239.91	$1,239.90
13530	74	645-112-27-00	$972.84	$853.00
13928	117	645-210-09-00	$1,002.45	$1,002.44
13610	41	645-130-41-00	$945.09	$898.48
13530	54	645-112-07-00	$972.84	$853.00
13928	189	645-213-24-00	$1,271.63	$1,271.62
13610	34	645-130-34-00	$945.09	$898.48
13928	110	645-211-69-00	$1,239.91	$1,239.90
13928	78	645-211-60-00	$1,239.91	$1,239.90
13928	190	645-213-25-00	$1,271.63	$1,271.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	73	645-112-26-00	$1,019.73	$775.92
13530	55	645-112-08-00	$1,019.73	$775.92
13928	191	645-213-26-00	$1,028.12	$1,028.12
13928	124	645-210-16-00	$1,239.91	$1,239.90
13928	116	645-210-08-00	$1,239.91	$1,239.90
13928	111	645-211-70-00	$1,239.91	$1,239.90
13530	PAR 2	645-112-33-00	$1,019.73	$775.92
13928	77	645-211-59-00	$1,239.91	$1,239.90
13530	56	645-112-09-00	$972.84	$853.00
13928	192	645-213-27-00	$1,271.63	$1,271.62
13610	33	645-130-33-00	$972.84	$853.00
13928	147	645-213-10-00	$1,028.12	$1,028.12
13928	193	645-213-28-00	$1,271.63	$1,271.62
13530	PAR 1	645-112-32-00	$1,046.32	$732.10
13928	76	645-211-58-00	$1,239.91	$1,239.90
13530	57	645-112-10-00	$1,046.32	$732.10
13928	194	645-213-29-00	$1,271.63	$1,271.62
13928	112	645-211-71-00	$1,002.45	$1,002.44
13610	32	645-130-32-00	$945.09	$898.48
13530	70	645-112-23-00	$1,019.73	$775.92
13928	195	645-213-30-00	$1,271.63	$1,271.62
13530	58	645-112-11-00	$972.84	$853.00
13610	31	645-130-31-00	$945.09	$898.48
13928	75	645-211-57-00	$1,239.91	$1,239.90
13928	196	645-213-31-00	$1,028.12	$1,028.12
13530	69	645-112-22-00	$972.84	$853.00
13928	113	645-211-72-00	$1,239.91	$1,239.90
13928	74	645-211-56-00	$1,239.91	$1,239.90
13530	59	645-112-12-00	$1,019.73	$775.92
13530	68	645-112-21-00	$1,019.73	$775.92
13530	60	645-112-13-00	$972.84	$853.00
13928	197	645-213-32-00	$1,271.63	$1,271.62
13928	198	645-213-33-00	$1,271.63	$1,271.62
13530	67	645-112-20-00	$972.84	$853.00
13530	61	645-112-14-00	$1,046.32	$732.10
13928	199	645-213-34-00	$1,028.12	$1,028.12
13530	62	645-112-15-00	$972.84	$853.00
13928	200	645-213-35-00	$1,271.63	$1,271.62
13610	29	645-130-29-00	$972.84	$853.00
13530	66	645-112-19-00	$1,019.73	$775.92
13610	28	645-130-28-00	$945.09	$898.48
13530	63	645-112-16-00	$1,019.73	$775.92
13530	65	645-112-18-00	$972.84	$853.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	64	645-112-17-00	$1,046.32	$732.10
13530	PAR A	645-113-17-00	$0.00	$0.00
13859	102	645-170-19-00	$1,239.91	$1,239.90
13610	27	645-130-27-00	$945.09	$898.48
13610	19	645-130-19-00	$945.09	$898.48
13610	26	645-130-26-00	$945.09	$898.48
13859	103	645-170-20-00	$1,239.91	$1,239.90
13530	PAR 1	645-113-15-00	$0.00	$0.00
13610	20	645-130-20-00	$945.09	$898.48
13610	25	645-130-25-00	$972.84	$853.00
13859	104	645-170-21-00	$1,239.91	$1,239.90
13610	21	645-130-21-00	$945.09	$898.48
13859	107	645-170-24-00	$1,239.91	$1,239.90
13859	105	645-170-22-00	$1,239.91	$1,239.90
13610	24	645-130-24-00	$945.09	$898.48
13859	106	645-170-23-00	$1,239.91	$1,239.90
13610	22	645-130-22-00	$972.84	$853.00
13610	23	645-130-23-00	$945.09	$898.48
13859	E	645-172-36-00	$0.00	$0.00
13614	C	645-120-25-00	$0.00	$0.00
13614	A	645-120-23-00	$0.00	$0.00
13859	J	645-172-39-00	$0.00	$0.00
14730	115	645-342-48-00	$1,370.05	$1,370.04
14730	68	645-342-12-00	$1,370.05	$1,370.04
13614	19	645-120-19-00	$1,236.65	$1,236.64
13613	57	645-141-09-00	$1,236.65	$1,236.64
14730	67	645-342-11-00	$1,073.80	$1,027.52
13610	46	645-140-46-00	$968.56	$968.56
14730	116	645-342-49-00	$1,073.80	$1,027.52
13613	77	645-141-29-00	$1,198.00	$1,198.00
13613	76	645-141-28-00	$968.56	$968.56
14730	66	645-342-10-00	$1,370.05	$1,370.04
13614	18	645-120-18-00	$1,198.00	$1,198.00
14730	117	645-342-50-00	$1,073.80	$1,027.52
13614	B	645-120-24-00	$0.00	$0.00
14730	65	645-342-09-00	$1,073.80	$1,027.52
13613	58	645-141-10-00	$999.82	$999.80
14730	118	645-342-51-00	$1,073.80	$1,027.52
14730	64	645-342-08-00	$1,370.05	$1,370.04
13610	45	645-140-45-00	$968.56	$968.56
13614	17	645-120-17-00	$968.56	$968.56
13613	H	645-140-51-00	$0.00	$0.00
14730	119	645-342-52-00	$1,073.80	$1,027.52

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	78	645-141-30-00	$968.56	$968.56
13614	20	645-120-20-00	$1,239.91	$1,239.90
13613	75	645-141-27-00	$1,198.00	$1,198.00
14730	63	645-342-07-00	$1,073.80	$1,027.52
13613	68	645-141-20-00	$1,198.00	$1,198.00
13613	59	645-141-11-00	$1,236.65	$1,236.64
14730	62	645-342-06-00	$1,073.80	$1,027.52
14730	120	645-342-53-00	$1,073.80	$1,027.52
14730	61	645-342-05-00	$1,370.05	$1,370.04
13610	44	645-140-44-00	$1,198.00	$1,198.00
14730	121	645-342-54-00	$1,370.05	$1,370.04
13613	J	645-140-53-00	$0.00	$0.00
13613	60	645-141-12-00	$999.82	$999.80
14730	60	645-342-04-00	$1,129.42	$887.32
13859	K	645-171-53-00	$0.00	$0.00
13614	16	645-120-16-00	$968.56	$968.56
13613	79	645-141-31-00	$1,198.00	$1,198.00
13613	74	645-141-26-00	$968.56	$968.56
14730	122	645-342-55-00	$1,129.42	$887.32
14730	59	645-342-03-00	$1,073.80	$1,027.52
13613	61	645-141-13-00	$1,236.65	$1,236.64
13614	15	645-120-15-00	$1,239.91	$1,239.90
13613	69	645-141-21-00	$968.56	$968.56
14730	123	645-341-45-00	$1,107.68	$1,107.66
14730	58	645-342-02-00	$1,370.05	$1,370.04
13610	43	645-140-43-00	$968.56	$968.56
13613	F	645-140-50-00	$0.00	$0.00
13613	62	645-141-14-00	$999.82	$999.80
13614	14	645-120-14-00	$1,239.91	$1,239.90
14730	124	645-341-46-00	$1,370.05	$1,370.04
13613	80	645-141-32-00	$968.56	$968.56
13614	21	645-120-21-00	$1,239.91	$1,239.90
13613	73	645-141-25-00	$1,198.00	$1,198.00
14730	57	645-342-01-00	$1,107.68	$1,107.66
13613	70	645-141-22-00	$1,198.00	$1,198.00
13613	63	645-141-15-00	$1,236.65	$1,236.64
14730	56	645-341-33-00	$1,073.80	$1,027.52
14730	125	645-341-47-00	$1,107.68	$1,107.66
13613	72	645-141-24-00	$968.56	$968.56
13614	22	645-120-22-00	$1,239.91	$1,239.90
13613	64	645-141-16-00	$999.82	$999.80
14730	55	645-341-32-00	$1,370.05	$1,370.04
13610	42	645-140-42-00	$1,198.00	$1,198.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13614	13	645-120-13-00	$1,239.91	$1,239.90
14730	126	645-341-48-00	$1,073.80	$1,027.52
14730	54	645-341-31-00	$1,107.68	$1,107.66
13613	71	645-141-23-00	$968.56	$968.56
14730	53	645-341-30-00	$1,370.05	$1,370.04
13613	65	645-141-17-00	$1,236.65	$1,236.64
13859	I	645-171-52-00	$0.00	$0.00
13613	97	645-142-08-00	$1,236.65	$1,236.64
14730	103	645-342-36-00	$1,107.68	$1,107.66
14730	127	645-341-49-00	$1,370.05	$1,370.04
13613	K	645-142-38-00	$0.00	$0.00
13610	1	645-140-01-00	$968.56	$968.56
14730	128	645-341-50-00	$1,107.68	$1,107.66
13613	98	645-142-09-00	$999.82	$999.80
14730	102	645-342-35-00	$1,370.05	$1,370.04
14217	A	645-272-22-00	$0.00	$0.00
13610	18	645-140-18-00	$1,198.00	$1,198.00
13610	2	645-140-02-00	$1,198.00	$1,198.00
14730	129	645-341-51-00	$1,370.05	$1,370.04
13610	29	645-140-29-00	$968.56	$968.56
13859	83	645-171-48-00	$1,239.91	$1,239.90
13859	79	645-171-44-00	$1,239.91	$1,239.90
13613	D	645-142-35-00	$0.00	$0.00
13613	99	645-142-10-00	$1,236.65	$1,236.64
14730	44	645-341-21-00	$1,370.05	$1,370.04
13610	19	645-140-19-00	$968.56	$968.56
14730	104	645-342-37-00	$1,370.05	$1,370.04
14730	130	645-341-52-00	$1,073.80	$1,027.52
13610	12	645-140-12-00	$1,198.00	$1,198.00
13610	3	645-140-03-00	$968.56	$968.56
13610	28	645-140-28-00	$1,198.00	$1,198.00
14217	D	645-272-23-00	$0.00	$0.00
13859	80	645-171-45-00	$1,239.91	$1,239.90
14730	131	645-341-53-00	$1,176.18	$1,176.18
13613	100	645-142-11-00	$999.82	$999.80
14730	43	645-341-20-00	$1,195.80	$942.22
13610	20	645-140-20-00	$1,198.00	$1,198.00
13610	11	645-140-11-00	$968.56	$968.56
14730	101	645-341-44-00	$1,107.68	$1,107.66
13610	4	645-140-04-00	$1,198.00	$1,198.00
13613	G	645-142-37-00	$0.00	$0.00
13610	27	645-140-27-00	$968.56	$968.56
13859	82	645-171-47-00	$1,239.91	$1,239.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	81	645-171-46-00	$1,239.91	$1,239.90
13613	C	645-140-49-00	$0.00	$0.00
14730	42	645-341-19-00	$1,454.80	$1,454.78
14730	105	645-342-38-00	$1,073.80	$1,027.52
14730	132	645-341-54-00	$1,195.80	$942.22
13613	101	645-142-12-00	$1,236.65	$1,236.64
13610	21	645-140-21-00	$968.56	$968.56
13610	10	645-140-10-00	$1,198.00	$1,198.00
13613	110	645-142-21-00	$999.82	$999.80
13610	5	645-140-05-00	$968.56	$968.56
13610	26	645-140-26-00	$1,198.00	$1,198.00
13859	78	645-171-43-00	$1,236.65	$1,236.64
14730	41	645-341-18-00	$1,139.55	$1,091.08
13859	62	645-171-27-00	$1,236.65	$1,236.64
13613	115	645-142-26-00	$1,236.65	$1,236.64
13859	C	645-171-49-00	$0.00	$0.00
14730	100	645-341-43-00	$1,370.05	$1,370.04
13610	22	645-140-22-00	$1,198.00	$1,198.00
14730	133	645-341-55-00	$1,454.80	$1,454.78
14217	M	645-272-25-00	$0.00	$0.00
13610	6	645-140-06-00	$1,198.00	$1,198.00
13610	9	645-140-09-00	$968.56	$968.56
13859	77	645-171-42-00	$1,236.65	$1,236.64
13613	111	645-142-22-00	$1,236.65	$1,236.64
14730	40	645-341-17-00	$1,189.37	$1,189.36
14217	E	645-272-24-00	$0.00	$0.00
13859	63	645-171-28-00	$999.82	$999.80
13613	114	645-142-25-00	$999.82	$999.80
14730	106	645-342-39-00	$1,370.05	$1,370.04
13610	25	645-140-25-00	$968.56	$968.56
13859	H	645-171-51-00	$0.00	$0.00
13613	NA	645-140-52-00	$0.00	$0.00
13610	7	645-140-07-00	$968.56	$968.56
13610	8	645-140-08-00	$1,198.00	$1,198.00
13613	112	645-142-23-00	$999.82	$999.80
13610	23	645-140-23-00	$968.56	$968.56
14730	134	645-341-56-00	$1,149.41	$1,103.30
13859	76	645-171-41-00	$999.82	$999.80
14730	39	645-341-16-00	$1,091.93	$1,091.92
13859	64	645-171-29-00	$1,236.65	$1,236.64
13610	24	645-140-24-00	$1,198.00	$1,198.00
13613	113	645-142-24-00	$1,236.65	$1,236.64
14730	99	645-341-42-00	$1,107.68	$1,107.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	75	645-171-40-00	$1,236.65	$1,236.64
14730	38	645-341-15-00	$1,059.49	$1,012.90
14730	135	645-341-57-00	$1,189.37	$1,189.36
14217	F	645-271-43-00	$0.00	$0.00
14730	144	645-341-66-00	$1,471.08	$1,471.08
13859	74	645-171-39-00	$1,236.65	$1,236.64
14730	37	645-341-14-00	$1,118.46	$874.72
14730	98	645-341-41-00	$1,073.80	$1,027.52
14217	G	645-271-44-00	$0.00	$0.00
14730	136	645-341-58-00	$1,471.08	$1,471.08
14730	143	645-341-65-00	$1,189.37	$1,189.36
13859	73	645-171-38-00	$1,236.65	$1,236.64
14730	36	645-341-13-00	$1,059.49	$1,012.90
14730	97	645-341-40-00	$1,107.68	$1,107.66
14217	41	645-272-13-00	$1,059.49	$1,012.90
13859	72	645-171-37-00	$1,236.65	$1,236.64
14730	142	645-341-64-00	$1,471.08	$1,471.08
14217	40	645-272-12-00	$1,042.39	$807.24
13859	65	645-171-30-00	$1,236.65	$1,236.64
14730	145	645-341-67-00	$1,189.37	$1,189.36
14730	35	645-341-12-00	$1,471.08	$1,471.08
14217	H	645-271-45-00	$0.00	$0.00
14217	42	645-272-14-00	$1,081.43	$961.60
13859	71	645-171-36-00	$1,236.65	$1,236.64
14217	39	645-272-11-00	$1,002.97	$887.36
14730	137	645-341-59-00	$1,149.41	$1,103.30
14730	96	645-341-39-00	$1,370.05	$1,370.04
14730	141	645-341-63-00	$1,189.37	$1,189.36
13859	66	645-171-31-00	$1,236.65	$1,236.64
14730	146	645-341-68-00	$1,189.37	$1,189.36
14217	43	645-272-15-00	$1,059.49	$1,012.90
14730	34	645-341-11-00	$1,149.41	$1,103.30
14217	38	645-272-10-00	$1,002.97	$887.36
14217	44	645-272-16-00	$1,081.43	$961.60
13859	70	645-171-35-00	$1,236.65	$1,236.64
14730	140	645-341-62-00	$1,471.08	$1,471.08
14217	37	645-272-09-00	$979.71	$934.76
13859	67	645-171-32-00	$1,236.65	$1,236.64
14730	147	645-341-69-00	$0.00	$0.00
14730	33	645-341-10-00	$1,471.08	$1,471.08
14730	95	645-341-38-00	$1,107.68	$1,107.66
14730	107	645-342-40-00	$1,073.80	$1,027.52
14217	45	645-272-17-00	$1,059.49	$1,012.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	36	645-272-08-00	$1,081.43	$961.60
14730	139	645-341-61-00	$1,194.02	$952.80
13859	68	645-171-33-00	$1,236.65	$1,236.64
14730	148	645-341-70-00	$1,150.33	$1,103.30
14217	46	645-272-18-00	$1,081.43	$961.60
13859	69	645-171-34-00	$1,236.65	$1,236.64
14730	32	645-341-09-00	$1,189.37	$1,189.36
14217	35	645-272-07-00	$1,041.58	$803.06
14730	94	645-341-37-00	$1,370.05	$1,370.04
16109	2	645-040-74-14	$1,253.32	$1,027.30
16109	2	645-040-74-18	$1,253.32	$1,027.30
16109	2	645-040-74-13	$1,253.32	$1,027.30
16109	2	645-040-74-15	$1,253.32	$1,027.30
16109	2	645-040-74-16	$1,240.43	$1,129.32
16109	2	645-040-74-17	$1,253.32	$1,027.30
16109	2	645-040-74-19	$1,253.32	$1,027.30
16109	2	645-040-74-20	$1,253.32	$1,027.30
16109	2	645-040-74-21	$1,240.43	$1,129.32
16109	2	645-040-74-22	$1,253.32	$1,027.30
16109	2	645-040-74-23	$1,253.32	$1,027.30
16109	2	645-040-74-24	$1,253.32	$1,027.30
14217	47	645-272-19-00	$1,081.43	$961.60
14730	138	645-341-60-00	$1,189.37	$1,189.36
14217	34	645-272-06-00	$1,000.08	$882.84
14730	149	645-341-71-00	$1,471.08	$1,471.08
14730	31	645-341-08-00	$1,471.08	$1,471.08
14730	108	645-342-41-00	$1,370.05	$1,370.04
16109	2	645-040-77-44	$1,270.32	$1,044.94
16109	2	645-040-77-45	$1,270.32	$1,044.94
16109	2	645-040-77-46	$1,270.32	$1,044.94
16109	2	645-040-77-47	$1,259.50	$1,148.70
16109	2	645-040-77-48	$1,270.32	$1,044.94
16109	2	645-040-77-49	$1,270.32	$1,044.94
16109	2	645-040-77-50	$1,270.32	$1,044.94
16109	2	645-040-77-51	$1,270.32	$1,044.94
16109	2	645-040-77-53	$1,270.32	$1,044.94
16109	2	645-040-77-54	$1,270.32	$1,044.94
16109	2	645-040-77-55	$1,270.32	$1,044.94
16109	2	645-040-77-52	$1,259.50	$1,148.70
14217	48	645-272-20-00	$1,118.46	$874.72
14217	33	645-272-05-00	$975.50	$929.92
14730	93	645-341-36-00	$1,073.80	$1,027.52
14730	30	645-341-07-00	$1,150.33	$1,103.30

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-68	$1,270.32	$1,044.94
16109	2	645-040-77-69	$1,270.32	$1,044.94
16109	2	645-040-77-70	$1,270.32	$1,044.94
16109	2	645-040-77-71	$1,259.50	$1,148.70
16109	2	645-040-77-72	$1,270.32	$1,044.94
16109	2	645-040-77-73	$1,270.32	$1,044.94
16109	2	645-040-77-74	$1,270.32	$1,044.94
16109	2	645-040-77-75	$1,270.32	$1,044.94
16109	2	645-040-77-76	$1,259.50	$1,148.70
16109	2	645-040-77-77	$1,270.32	$1,044.94
16109	2	645-040-77-78	$1,270.32	$1,044.94
16109	2	645-040-77-79	$1,270.32	$1,044.94
14217	I	645-270-69-00	$0.00	$0.00
14217	32	645-272-04-00	$1,002.97	$887.36
14217	31	645-272-03-00	$979.71	$934.76
14730	150	645-341-72-00	$1,189.37	$1,189.36
14217	49	645-272-21-00	$1,059.49	$1,012.90
14730	29	645-341-06-00	$1,461.21	$1,461.20
14217	30	645-272-02-00	$1,002.97	$887.36
16109	2	645-040-74-38	$1,253.32	$1,027.30
16109	2	645-040-74-39	$1,253.32	$1,027.30
16109	2	645-040-74-41	$1,240.43	$1,129.32
16109	2	645-040-74-42	$1,253.32	$1,027.30
16109	2	645-040-74-43	$1,253.32	$1,027.30
16109	2	645-040-74-44	$1,253.32	$1,027.30
16109	2	645-040-74-45	$1,253.32	$1,027.30
16109	2	645-040-74-46	$1,240.43	$1,129.32
16109	2	645-040-74-47	$1,253.32	$1,027.30
16109	2	645-040-74-48	$1,253.32	$1,027.30
16109	2	645-040-74-49	$1,253.32	$1,027.30
14217	J	645-270-70-00	$0.00	$0.00
14730	28	645-341-05-00	$1,181.40	$1,181.40
14217	29	645-272-01-00	$979.71	$934.76
14730	151	645-341-73-00	$1,461.21	$1,461.20
16109	2	645-040-77-56	$1,270.32	$1,044.94
16109	2	645-040-77-57	$1,270.32	$1,044.94
16109	2	645-040-77-58	$1,270.32	$1,044.94
16109	2	645-040-77-59	$1,259.50	$1,148.70
16109	2	645-040-77-60	$1,270.32	$1,044.94
16109	2	645-040-77-61	$1,270.32	$1,044.94
16109	2	645-040-77-62	$1,270.32	$1,044.94
16109	2	645-040-77-63	$1,270.32	$1,044.94
16109	2	645-040-77-64	$1,259.50	$1,148.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-65	$1,270.32	$1,044.94
16109	2	645-040-77-66	$1,270.32	$1,044.94
16109	2	645-040-77-67	$1,270.32	$1,044.94
14730	27	645-341-04-00	$1,461.21	$1,461.20
14730	168	645-340-39-00	$1,454.80	$1,454.78
14217	28	645-271-12-00	$1,042.39	$807.24
14730	169	645-340-40-00	$1,139.55	$1,091.08
14217	27	645-271-11-00	$1,002.97	$887.36
14730	26	645-341-03-00	$1,143.60	$1,095.92
14730	167	645-340-38-00	$1,176.18	$1,176.18
14730	152	645-341-74-00	$1,163.73	$1,040.36
16109	2	645-040-74-40	$1,253.32	$1,027.30
14217	26	645-271-10-00	$975.50	$929.92
14730	170	645-340-41-00	$1,454.80	$1,454.78
14730	25	645-341-02-00	$1,181.40	$1,181.40
14730	166	645-340-37-00	$1,454.80	$1,454.78
14217	25	645-271-09-00	$1,000.08	$882.84
14730	171	645-340-42-00	$1,176.18	$1,176.18
14217	24	645-271-08-00	$1,041.58	$803.06
14730	24	645-341-01-00	$1,143.60	$1,095.92
14730	165	645-340-36-00	$1,139.55	$1,091.08
14730	153	645-340-24-00	$1,181.40	$1,181.40
14217	23	645-271-07-00	$975.50	$929.92
14730	172	645-340-43-00	$1,454.80	$1,454.78
14730	23	645-340-23-00	$1,461.21	$1,461.20
14730	164	645-340-35-00	$1,454.80	$1,454.78
14217	22	645-271-06-00	$1,000.08	$882.84
14217	76	645-271-39-00	$975.50	$929.92
14730	173	645-340-44-00	$1,139.55	$1,091.08
14217	21	645-271-05-00	$975.50	$929.92
14730	163	645-340-34-00	$1,139.55	$1,091.08
16109	2	645-040-83-01	$858.80	$842.06
16109	2	645-040-83-02	$858.80	$842.06
16109	2	645-040-83-03	$858.80	$842.06
16109	2	645-040-83-04	$858.80	$842.06
16109	2	645-040-83-05	$858.80	$842.06
16109	2	645-040-83-06	$858.80	$842.06
16109	2	645-040-83-07	$858.80	$842.06
16109	2	645-040-83-08	$1,270.32	$1,044.94
16109	2	645-040-83-09	$1,270.32	$1,044.94
16109	2	645-040-83-10	$1,270.32	$1,044.94
16109	2	645-040-83-11	$1,270.32	$1,044.94
16109	2	645-040-78-44	$858.80	$842.06

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-45	$858.80	$842.06
16109	2	645-040-78-46	$1,270.32	$1,044.94
16109	2	645-040-78-47	$1,270.32	$1,044.94
16109	2	645-040-78-48	$1,259.50	$1,148.70
16109	2	645-040-83-12	$858.80	$842.06
16109	2	645-040-83-13	$858.80	$842.06
16109	2	645-040-83-14	$858.80	$842.06
16109	2	645-040-83-15	$858.80	$842.06
16109	2	645-040-83-16	$858.80	$842.06
16109	2	645-040-83-17	$858.80	$842.06
16109	2	645-040-83-18	$858.80	$842.06
16109	2	645-040-83-19	$1,270.32	$1,044.94
16109	2	645-040-83-20	$1,270.32	$1,044.94
16109	2	645-040-83-21	$1,270.32	$1,044.94
16109	2	645-040-83-22	$1,270.32	$1,044.94
14217	77	645-271-40-00	$1,000.08	$882.84
14217	20	645-271-04-00	$1,041.58	$803.06
16109	1	645-040-89-13	$1,313.97	$1,092.00
16109	1	645-040-89-14	$1,313.97	$1,092.00
16109	1	645-040-89-15	$1,313.97	$1,092.00
16109	1	645-040-89-16	$1,313.97	$1,092.00
16109	1	645-040-89-17	$1,313.97	$1,092.00
16109	1	645-040-89-18	$896.48	$880.00
16109	1	645-040-89-19	$896.48	$880.00
14730	174	645-340-45-00	$1,454.80	$1,454.78
14730	22	645-340-22-00	$1,143.60	$1,095.92
16109	1	645-040-89-20	$896.48	$880.00
16109	1	645-040-89-21	$896.48	$880.00
16109	1	645-040-89-22	$1,313.97	$1,092.00
16109	1	645-040-89-23	$1,313.97	$1,092.00
16109	1	645-040-89-24	$1,313.97	$1,092.00
16109	1	645-040-89-25	$1,313.97	$1,092.00
16109	1	645-040-89-26	$1,313.97	$1,092.00
16109	1	645-040-73-13	$896.48	$880.00
16109	1	645-040-73-14	$896.48	$880.00
16109	1	645-040-73-15	$1,313.97	$1,092.00
16109	1	645-040-73-16	$1,313.97	$1,092.00
16109	1	645-040-73-17	$1,313.97	$1,092.00
16109	1	645-040-73-18	$1,309.56	$1,200.46
14730	154	645-340-25-00	$1,195.85	$946.40
14730	162	645-340-33-00	$1,454.80	$1,454.78
14217	19	645-271-03-00	$975.50	$929.92
14217	78	645-271-41-00	$1,041.58	$803.06

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-73-07	$1,309.56	$1,200.46
16109	1	645-040-73-08	$1,313.97	$1,092.00
16109	1	645-040-73-09	$1,313.97	$1,092.00
16109	1	645-040-73-10	$1,313.97	$1,092.00
16109	1	645-040-73-11	$896.48	$880.00
16109	1	645-040-73-12	$896.48	$880.00
14730	175	645-340-46-00	$1,139.55	$1,091.08
14730	21	645-340-21-00	$1,461.21	$1,461.20
14217	18	645-271-02-00	$1,000.08	$882.84
14730	155	645-340-26-00	$1,143.60	$1,095.92
16109	1	645-040-89-07	$1,313.97	$1,092.00
16109	1	645-040-89-08	$1,313.97	$1,092.00
16109	1	645-040-89-09	$1,313.97	$1,092.00
16109	1	645-040-89-10	$1,313.97	$1,092.00
16109	1	645-040-89-11	$896.48	$880.00
16109	1	645-040-89-12	$896.48	$880.00
16109	2	645-040-78-39	$1,259.50	$1,148.70
16109	2	645-040-78-40	$1,270.32	$1,044.94
16109	2	645-040-78-41	$1,270.32	$1,044.94
16109	2	645-040-78-42	$858.80	$842.06
16109	2	645-040-78-43	$858.80	$842.06
16109	1	645-040-89-27	$1,313.97	$1,092.00
16109	1	645-040-89-28	$1,313.97	$1,092.00
16109	1	645-040-89-29	$1,313.97	$1,092.00
16109	1	645-040-89-30	$1,313.97	$1,092.00
16109	1	645-040-89-31	$1,313.97	$1,092.00
16109	1	645-040-89-32	$896.48	$880.00
16109	1	645-040-89-33	$896.48	$880.00
16109	1	645-040-89-34	$896.48	$880.00
16109	1	645-040-89-35	$896.48	$880.00
16109	1	645-040-89-36	$1,313.97	$1,092.00
16109	1	645-040-89-37	$1,313.97	$1,092.00
16109	1	645-040-89-38	$1,313.97	$1,092.00
16109	1	645-040-89-39	$1,313.97	$1,092.00
16109	1	645-040-89-40	$1,313.97	$1,092.00
14730	161	645-340-32-00	$1,176.18	$1,176.18
14217	79	645-271-42-00	$1,000.08	$882.84
14217	17	645-271-01-00	$975.50	$929.92
14730	176	645-340-47-00	$1,176.18	$1,176.18
16109	1	645-040-91-46	$1,542.75	$1,286.40
16109	1	645-040-91-47	$1,542.75	$1,286.40
16109	1	645-040-91-48	$1,542.75	$1,286.40
16109	1	645-040-91-49	$1,542.75	$1,286.40

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-91-50	$1,542.75	$1,286.40
16109	1	645-040-91-51	$1,055.69	$1,036.66
16109	1	645-040-91-52	$1,055.69	$1,036.66
14730	20	645-340-20-00	$1,181.40	$1,181.40
16109	1	645-040-89-41	$1,313.97	$1,092.00
16109	1	645-040-89-42	$1,313.97	$1,092.00
16109	1	645-040-89-43	$1,313.97	$1,092.00
16109	1	645-040-89-44	$1,313.97	$1,092.00
16109	1	645-040-89-45	$1,313.97	$1,092.00
16109	1	645-040-89-46	$896.48	$880.00
16109	1	645-040-89-47	$896.48	$880.00
16109	1	645-040-89-48	$896.48	$880.00
16109	1	645-040-89-49	$896.48	$880.00
16109	1	645-040-89-50	$1,313.97	$1,092.00
16109	1	645-040-89-51	$1,313.97	$1,092.00
16109	1	645-040-89-52	$1,313.97	$1,092.00
16109	1	645-040-89-53	$1,313.97	$1,092.00
16109	1	645-040-89-54	$1,313.97	$1,092.00
14730	160	645-340-31-00	$1,454.80	$1,454.78
14217	16	645-270-16-00	$1,002.97	$887.36
16109	1	645-040-91-33	$1,055.69	$1,036.66
16109	1	645-040-91-34	$1,055.69	$1,036.66
16109	1	645-040-91-38	$1,542.75	$1,286.40
16109	1	645-040-91-39	$1,542.75	$1,286.40
16109	1	645-040-91-36	$1,542.75	$1,286.40
16109	1	645-040-91-37	$1,542.75	$1,286.40
14217	80	645-270-17-00	$979.71	$934.76
16109	1	645-040-91-35	$1,542.75	$1,286.40
14730	177	645-340-48-00	$1,454.80	$1,454.78
14730	19	645-340-19-00	$1,143.60	$1,095.92
14217	15	645-270-15-00	$979.71	$934.76
16109	1	645-040-89-01	$1,313.97	$1,092.00
16109	1	645-040-89-02	$896.48	$880.00
16109	1	645-040-89-03	$1,313.97	$1,092.00
16109	1	645-040-89-04	$1,313.97	$1,092.00
16109	1	645-040-89-05	$896.48	$880.00
16109	1	645-040-89-06	$896.48	$880.00
14217	81	645-270-18-00	$1,042.39	$807.24
16109	1	645-040-91-26	$1,542.75	$1,286.40
16109	1	645-040-91-27	$1,542.75	$1,286.40
16109	1	645-040-91-28	$1,542.75	$1,286.40
16109	1	645-040-91-29	$1,542.75	$1,286.40
16109	1	645-040-91-30	$1,542.75	$1,286.40

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-91-31	$1,055.69	$1,036.66
16109	1	645-040-91-32	$1,055.69	$1,036.66
16109	1	645-040-89-55	$1,313.97	$1,092.00
16109	1	645-040-89-56	$1,313.97	$1,092.00
16109	1	645-040-89-57	$1,313.97	$1,092.00
16109	1	645-040-89-58	$1,313.97	$1,092.00
16109	1	645-040-89-59	$1,313.97	$1,092.00
16109	1	645-040-89-60	$896.48	$880.00
16109	1	645-040-89-61	$896.48	$880.00
16109	1	645-040-89-62	$896.48	$880.00
16109	1	645-040-89-63	$896.48	$880.00
16109	1	645-040-89-64	$1,313.97	$1,092.00
16109	1	645-040-89-65	$1,313.97	$1,092.00
16109	1	645-040-89-66	$1,313.97	$1,092.00
16109	1	645-040-89-67	$1,313.97	$1,092.00
16109	1	645-040-89-68	$1,313.97	$1,092.00
14730	159	645-340-30-00	$1,139.55	$1,091.08
14730	156	645-340-27-00	$1,195.85	$946.40
14217	14	645-270-14-00	$1,042.39	$807.24
16109	1	645-040-91-07	$896.48	$880.00
16109	1	645-040-91-08	$896.48	$880.00
16109	1	645-040-91-09	$1,313.97	$1,092.00
16109	1	645-040-91-10	$1,313.97	$1,092.00
16109	1	645-040-91-11	$1,313.97	$1,092.00
16109	1	645-040-91-12	$1,313.97	$1,092.00
16109	1	645-040-91-13	$1,313.97	$1,092.00
14730	18	645-340-18-00	$1,181.40	$1,181.40
14730	178	645-340-49-00	$1,195.80	$942.22
14217	82	645-270-19-00	$1,002.97	$887.36
16109	2	645-040-78-51	$1,270.32	$1,044.94
16109	2	645-040-78-52	$1,270.32	$1,044.94
16109	2	645-040-78-53	$1,259.50	$1,148.70
16109	2	645-040-78-49	$858.80	$842.06
16109	2	645-040-78-50	$858.80	$842.06
14217	13	645-270-13-00	$979.71	$934.76
16109	1	645-040-91-01	$1,313.97	$1,092.00
16109	1	645-040-91-02	$1,313.97	$1,092.00
16109	1	645-040-91-03	$1,313.97	$1,092.00
16109	1	645-040-91-04	$1,313.97	$1,092.00
16109	1	645-040-91-05	$896.48	$880.00
16109	1	645-040-91-06	$896.48	$880.00
16109	2	645-040-78-54	$1,259.50	$1,148.70
16109	2	645-040-78-55	$1,270.32	$1,044.94

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-56	$1,270.32	$1,044.94
16109	2	645-040-78-57	$858.80	$842.06
16109	2	645-040-78-58	$858.80	$842.06
16109	1	645-040-89-69	$1,542.75	$1,286.40
16109	1	645-040-89-70	$1,542.75	$1,286.40
16109	1	645-040-89-71	$1,542.75	$1,286.40
16109	1	645-040-89-72	$1,542.75	$1,286.40
16109	1	645-040-89-73	$1,542.75	$1,286.40
16109	1	645-040-89-74	$1,055.69	$1,036.66
16109	1	645-040-89-75	$1,055.69	$1,036.66
16109	1	645-040-89-76	$1,055.69	$1,036.66
16109	1	645-040-89-77	$1,055.69	$1,036.66
16109	1	645-040-89-78	$1,542.75	$1,286.40
16109	1	645-040-89-79	$1,542.75	$1,286.40
16109	1	645-040-89-80	$1,542.75	$1,286.40
16109	1	645-040-89-81	$1,542.75	$1,286.40
16109	1	645-040-89-82	$1,542.75	$1,286.40
14730	158	645-340-29-00	$1,176.18	$1,176.18
14730	17	645-340-17-00	$1,461.21	$1,461.20
14217	12	645-270-12-00	$1,002.97	$887.36
16109	1	645-040-91-17	$1,542.75	$1,286.40
16109	1	645-040-91-18	$1,542.75	$1,286.40
16109	1	645-040-91-19	$1,542.75	$1,286.40
16109	1	645-040-91-14	$1,055.69	$1,036.66
16109	1	645-040-91-15	$1,055.69	$1,036.66
16109	1	645-040-91-16	$1,542.75	$1,286.40
16109	1	645-040-89-83	$1,313.97	$1,092.00
16109	1	645-040-89-84	$896.48	$880.00
16109	1	645-040-89-85	$896.48	$880.00
14217	11	645-270-11-00	$1,042.39	$807.24
16109	1	645-040-91-20	$1,542.75	$1,286.40
16109	1	645-040-91-21	$1,542.75	$1,286.40
16109	1	645-040-91-22	$1,542.75	$1,286.40
16109	1	645-040-91-23	$1,542.75	$1,286.40
16109	1	645-040-91-24	$1,055.69	$1,036.66
16109	1	645-040-91-25	$1,055.69	$1,036.66
14730	16	645-340-16-00	$1,181.40	$1,181.40
16109	1	645-040-89-86	$883.22	$866.66
16109	1	645-040-89-87	$883.22	$866.66
16109	1	645-040-89-88	$1,298.43	$1,075.46
16109	1	645-040-89-89	$1,298.43	$1,075.46
16109	1	645-040-89-90	$1,298.43	$1,075.46
16109	1	645-040-89-91	$1,298.43	$1,075.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-79-05	$1,275.27	$1,047.84
16109	2	645-040-79-06	$1,124.06	$1,107.18
16109	2	645-040-79-07	$1,124.06	$1,107.18
16109	2	645-040-79-08	$1,275.27	$1,047.84
14217	C	645-270-68-00	$0.00	$0.00
16109	2	645-040-79-01	$1,275.27	$1,047.84
16109	2	645-040-79-02	$1,124.06	$1,107.18
16109	2	645-040-79-03	$1,124.06	$1,107.18
16109	2	645-040-79-04	$1,275.27	$1,047.84
14730	179	645-340-50-00	$1,176.18	$1,176.18
14217	10	645-270-10-00	$1,002.97	$887.36
16109	1	645-040-91-40	$1,055.69	$1,036.66
16109	1	645-040-91-41	$1,055.69	$1,036.66
16109	1	645-040-91-42	$1,542.75	$1,286.40
16109	1	645-040-91-43	$1,542.75	$1,286.40
16109	1	645-040-91-44	$1,542.75	$1,286.40
16109	1	645-040-91-45	$1,542.75	$1,286.40
16109	1	645-040-73-43	$1,309.56	$1,200.46
16109	1	645-040-73-46	$896.48	$880.00
16109	1	645-040-73-44	$1,313.97	$1,092.00
16109	1	645-040-73-45	$1,313.97	$1,092.00
16109	1	645-040-73-47	$896.48	$880.00
14730	157	645-340-28-00	$1,454.80	$1,454.78
14217	B	645-270-67-00	$0.00	$0.00
14730	15	645-340-15-00	$1,461.21	$1,461.20
14217	9	645-270-09-00	$1,042.39	$807.24
16109	1	645-040-73-48	$896.48	$880.00
16109	1	645-040-73-52	$1,309.56	$1,200.46
16109	1	645-040-73-49	$896.48	$880.00
16109	1	645-040-73-50	$1,313.97	$1,092.00
16109	1	645-040-73-51	$1,313.97	$1,092.00
14217	K	645-270-71-00	$0.00	$0.00
14217	8	645-270-08-00	$1,002.97	$887.36
16109	1	645-040-87-05	$1,309.56	$1,200.46
16109	1	645-040-87-01	$896.48	$880.00
16109	1	645-040-87-02	$896.48	$880.00
16109	1	645-040-87-03	$1,313.97	$1,092.00
16109	1	645-040-87-04	$1,313.97	$1,092.00
14730	14	645-340-14-00	$1,176.18	$1,176.18
16109	1	645-040-73-42	$1,309.56	$1,200.46
16109	1	645-040-73-39	$896.48	$880.00
16109	1	645-040-73-40	$896.48	$880.00
16109	1	645-040-73-41	$1,313.97	$1,092.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	7	645-270-07-00	$979.71	$934.76
14730	1	645-340-01-00	$1,454.80	$1,454.78
16109	1	645-040-87-09	$1,313.97	$1,092.00
16109	1	645-040-87-06	$1,309.56	$1,200.46
16109	1	645-040-87-07	$1,313.97	$1,092.00
16109	1	645-040-87-08	$1,313.97	$1,092.00
16109	1	645-040-87-10	$896.48	$880.00
16109	1	645-040-87-11	$896.48	$880.00
16109	1	645-040-73-36	$1,313.97	$1,092.00
16109	1	645-040-73-37	$896.48	$880.00
16109	1	645-040-73-34	$1,309.56	$1,200.46
16109	1	645-040-73-35	$1,313.97	$1,092.00
16109	1	645-040-73-38	$896.48	$880.00
14730	13	645-340-13-00	$1,454.80	$1,454.78
14217	6	645-270-06-00	$1,002.97	$887.36
16109	1	645-040-87-12	$896.48	$880.00
16109	1	645-040-87-13	$896.48	$880.00
16109	1	645-040-87-14	$1,313.97	$1,092.00
16109	1	645-040-87-15	$1,313.97	$1,092.00
16109	1	645-040-87-16	$1,313.97	$1,092.00
16109	1	645-040-87-17	$1,309.56	$1,200.46
16109	1	645-040-73-30	$896.48	$880.00
16109	1	645-040-73-32	$1,313.97	$1,092.00
16109	1	645-040-73-29	$896.48	$880.00
16109	1	645-040-73-31	$1,313.97	$1,092.00
16109	1	645-040-73-33	$1,309.56	$1,200.46
14730	2	645-340-02-00	$1,139.55	$1,091.08
14217	5	645-270-05-00	$1,042.39	$807.24
16109	1	645-040-87-18	$1,309.56	$1,200.46
16109	1	645-040-87-19	$1,313.97	$1,092.00
16109	1	645-040-87-20	$1,313.97	$1,092.00
16109	1	645-040-87-21	$1,313.97	$1,092.00
16109	1	645-040-87-22	$896.48	$880.00
16109	1	645-040-87-23	$896.48	$880.00
14730	12	645-340-1200	$1,139.55	$1,091.08
16109	1	645-040-73-24	$1,309.56	$1,200.46
16109	1	645-040-73-25	$1,313.97	$1,092.00
16109	1	645-040-73-26	$1,313.97	$1,092.00
16109	1	645-040-73-27	$896.48	$880.00
16109	1	645-040-73-28	$896.48	$880.00
14217	L	645-270-72-00	$0.00	$0.00
14217	4	645-270-04-00	$979.71	$934.76
14730	3	645-340-03-00	$1,139.55	$1,091.08

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-87-24	$896.48	$880.00
16109	1	645-040-87-25	$896.48	$880.00
16109	1	645-040-87-26	$1,313.97	$1,092.00
16109	1	645-040-87-27	$1,313.97	$1,092.00
16109	1	645-040-87-28	$1,313.97	$1,092.00
16109	1	645-040-87-29	$1,309.56	$1,200.46
16109	1	645-040-73-21	$1,313.97	$1,092.00
16109	1	645-040-73-19	$896.48	$880.00
16109	1	645-040-73-20	$896.48	$880.00
16109	1	645-040-73-22	$1,313.97	$1,092.00
16109	1	645-040-73-23	$1,309.56	$1,200.46
14730	11	645-340-11-00	$1,454.80	$1,454.78
14217	3	645-270-03-00	$1,002.97	$887.36
16109	1	645-040-87-32	$1,313.97	$1,092.00
16109	1	645-040-87-30	$1,309.56	$1,200.46
16109	1	645-040-87-31	$1,313.97	$1,092.00
16109	1	645-040-87-33	$1,313.97	$1,092.00
16109	1	645-040-87-34	$896.48	$880.00
16109	1	645-040-87-35	$896.48	$880.00
14217	2	645-270-02-00	$1,042.39	$807.24
16109	1	645-040-87-37	$896.48	$880.00
16109	1	645-040-87-36	$896.48	$880.00
16109	1	645-040-87-38	$1,313.97	$1,092.00
16109	1	645-040-87-39	$1,313.97	$1,092.00
16109	1	645-040-87-40	$1,313.97	$1,092.00
16109	1	645-040-87-41	$1,313.97	$1,092.00
16109	1	645-040-87-42	$1,309.56	$1,200.46
14730	10	645-340-10-00	$1,176.18	$1,176.18
14217	1	645-270-01-00	$979.71	$934.76
14730	4	645-340-04-00	$1,454.80	$1,454.78
16109	1	645-040-87-44	$1,313.97	$1,092.00
16109	1	645-040-87-45	$1,313.97	$1,092.00
16109	1	645-040-87-43	$1,309.56	$1,200.46
16109	1	645-040-87-46	$1,313.97	$1,092.00
16109	1	645-040-87-47	$1,313.97	$1,092.00
16109	1	645-040-87-48	$896.48	$880.00
16109	1	645-040-87-49	$896.48	$880.00
14730	9	645-340-09-00	$1,139.55	$1,091.08
14469	1	645-310-01-00	$1,002.97	$887.36
16109	1	645-040-87-50	$896.48	$880.00
16109	1	645-040-87-51	$896.48	$880.00
16109	1	645-040-87-52	$1,313.97	$1,092.00
16109	1	645-040-87-53	$1,313.97	$1,092.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-87-54	$1,313.97	$1,092.00
16109	1	645-040-87-55	$1,313.97	$1,092.00
16109	1	645-040-87-56	$1,309.56	$1,200.46
16109	1	645-040-73-02	$896.48	$880.00
16109	1	645-040-73-01	$896.48	$880.00
16109	1	645-040-73-03	$1,313.97	$1,092.00
16109	1	645-040-73-04	$1,313.97	$1,092.00
16109	1	645-040-73-05	$1,313.97	$1,092.00
16109	1	645-040-73-06	$1,309.56	$1,200.46
14730	5	645-340-05-00	$1,176.18	$1,176.18
14469	2	645-310-02-00	$979.71	$934.76
14730	8	645-340-08-00	$1,454.80	$1,454.78
14469	3	645-310-03-00	$1,042.39	$807.24
14730	7	645-340-07-00	$1,176.18	$1,176.18
14469	4	645-310-04-00	$979.71	$934.76
14730	6	645-340-06-00	$1,454.80	$1,454.78
14469	5	645-310-05-00	$1,002.97	$887.36
16109	2	645-040-83-34	$858.80	$842.06
16109	2	645-040-83-35	$858.80	$842.06
16109	2	645-040-83-36	$858.80	$842.06
16109	2	645-040-83-37	$858.80	$842.06
16109	2	645-040-83-38	$858.80	$842.06
16109	2	645-040-83-39	$858.80	$842.06
16109	2	645-040-83-40	$858.80	$842.06
16109	2	645-040-83-41	$1,270.32	$1,044.94
16109	2	645-040-83-42	$1,270.32	$1,044.94
16109	2	645-040-83-43	$1,270.32	$1,044.94
16109	2	645-040-83-44	$1,270.32	$1,044.94
16109	2	645-040-80-01	$1,254.73	$1,027.30
16109	2	645-040-80-02	$883.55	$866.66
16109	2	645-040-80-03	$1,254.73	$1,027.30
16109	2	645-040-80-04	$883.55	$866.66
16109	2	645-040-80-05	$1,254.73	$1,027.30
16109	2	645-040-79-13	$1,259.50	$1,148.70
16109	2	645-040-79-15	$905.77	$905.76
16109	2	645-040-79-16	$858.80	$842.06
16109	2	645-040-79-17	$905.77	$905.76
16109	2	645-040-79-18	$1,259.50	$1,148.70
16109	2	645-040-79-09	$1,259.50	$1,148.70
16109	2	645-040-79-10	$905.77	$905.76
16109	2	645-040-79-11	$0.00	$0.00
16109	2	645-040-79-12	$905.77	$905.76
16109	2	645-040-79-14	$1,259.50	$1,148.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	6	645-310-06-00	$979.71	$934.76
14469	A	645-310-41-00	$0.00	$0.00
14469	148	645-312-49-00	$1,019.35	$905.42
14469	24	645-310-24-00	$998.04	$953.74
14469	140	645-312-41-00	$998.04	$953.74
14469	B	645-310-42-00	$0.00	$0.00
14469	139	645-312-40-00	$1,055.41	$823.62
14469	7	645-310-07-00	$1,055.41	$823.62
14469	147	645-312-48-00	$1,019.35	$905.42
14469	25	645-310-25-00	$1,019.35	$905.42
14469	141	645-312-42-00	$1,019.35	$905.42
14469	23	645-310-23-00	$998.04	$953.74
14469	8	645-310-08-00	$1,019.35	$905.42
14469	146	645-312-47-00	$1,019.35	$905.42
14469	26	645-310-26-00	$998.04	$953.74
14469	142	645-312-43-00	$998.04	$953.74
14469	22	645-310-22-00	$1,055.41	$823.62
14469	145	645-312-46-00	$1,019.35	$905.42
14469	27	645-310-27-00	$1,019.35	$905.42
14469	143	645-312-44-00	$1,019.35	$905.42
14469	144	645-312-45-00	$998.04	$953.74
14469	28	645-310-28-00	$1,055.41	$823.62
16109	2	645-040-80-06	$1,259.50	$1,148.70
16109	2	645-040-80-07	$905.77	$905.76
16109	2	645-040-80-08	$858.80	$842.06
16109	2	645-040-80-09	$905.77	$905.76
16109	2	645-040-80-10	$1,259.50	$1,148.70
16109	2	645-040-80-11	$1,259.50	$1,148.70
16109	2	645-040-80-12	$905.77	$905.76
16109	2	645-040-80-13	$858.80	$842.06
16109	2	645-040-80-14	$905.77	$905.76
16109	2	645-040-80-15	$1,259.50	$1,148.70
16109	2	645-040-79-19	$1,259.50	$1,148.70
16109	2	645-040-79-20	$905.77	$905.76
16109	2	645-040-79-21	$858.80	$842.06
16109	2	645-040-79-22	$905.77	$905.76
16109	2	645-040-79-23	$1,259.50	$1,148.70
16109	2	645-040-79-24	$1,259.50	$1,148.70
16109	2	645-040-79-25	$905.77	$905.76
16109	2	645-040-79-26	$858.80	$842.06
16109	2	645-040-79-27	$905.77	$905.76
16109	2	645-040-79-28	$1,259.50	$1,148.70
14469	110	645-312-11-00	$998.04	$953.74

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	29	645-310-29-00	$1,019.35	$905.42
14469	109	645-312-10-00	$1,019.35	$905.42
14469	30	645-310-30-00	$1,081.43	$961.60
14469	108	645-312-09-00	$998.04	$953.74
14469	31	645-310-31-00	$1,059.49	$1,012.90
14469	107	645-312-08-00	$1,055.41	$823.62
14469	32	645-310-32-00	$1,081.43	$961.60
14469	106	645-312-07-00	$1,019.35	$905.42
14469	33	645-310-33-00	$1,059.49	$1,012.90
16109	2	645-040-80-16	$1,294.06	$1,182.26
16109	2	645-040-80-17	$1,254.73	$1,027.30
16109	2	645-040-80-18	$883.55	$866.66
16109	2	645-040-80-19	$932.23	$932.22
16109	2	645-040-80-20	$1,294.06	$1,182.26
16109	2	645-040-80-21	$1,294.06	$1,182.26
16109	2	645-040-80-22	$1,254.73	$1,027.30
16109	2	645-040-80-23	$883.55	$866.66
16109	2	645-040-80-24	$932.23	$932.22
16109	2	645-040-80-25	$1,294.06	$1,182.26
16109	2	645-040-79-29	$1,317.70	$1,205.90
16109	2	645-040-79-30	$1,275.27	$1,047.84
16109	2	645-040-79-31	$1,124.06	$1,107.18
16109	2	645-040-79-32	$1,107.19	$1,107.18
16109	2	645-040-79-33	$1,317.70	$1,205.90
16109	2	645-040-79-34	$1,317.70	$1,205.90
16109	2	645-040-79-35	$1,275.27	$1,047.84
16109	2	645-040-79-36	$1,102.35	$1,085.46
16109	2	645-040-79-37	$1,085.48	$1,085.46
16109	2	645-040-79-38	$1,294.06	$1,182.26
14469	105	645-312-06-00	$998.04	$953.74
14469	34	645-310-34-00	$1,081.43	$961.60
14469	C	645-312-62-00	$0.00	$0.00
14469	104	645-312-05-00	$1,019.35	$905.42
14469	35	645-310-35-00	$1,059.49	$1,012.90
14469	103	645-312-04-00	$998.04	$953.74
14469	36	645-310-36-00	$1,118.46	$874.72
14469	102	645-312-03-00	$1,019.35	$905.42
14469	37	645-310-37-00	$1,081.43	$961.60
14469	101	645-312-02-00	$998.04	$953.74
14469	38	645-310-38-00	$1,118.46	$874.72
16109	2	645-040-80-26	$1,294.06	$1,182.26
16109	2	645-040-80-27	$1,254.73	$1,027.30
16109	2	645-040-80-28	$883.55	$866.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-80-29	$932.23	$932.22
16109	2	645-040-80-30	$1,294.06	$1,182.26
16109	2	645-040-80-31	$1,294.06	$1,182.26
16109	2	645-040-80-32	$1,254.73	$1,027.30
16109	2	645-040-80-33	$883.55	$866.66
16109	2	645-040-80-34	$932.23	$932.22
16109	2	645-040-80-35	$1,294.06	$1,182.26
16109	2	645-040-79-39	$1,294.06	$1,182.26
16109	2	645-040-79-40	$1,254.73	$1,027.30
16109	2	645-040-79-41	$883.55	$866.66
16109	2	645-040-79-42	$932.23	$932.22
16109	2	645-040-79-43	$1,294.06	$1,182.26
16109	2	645-040-79-44	$1,294.06	$1,182.26
16109	2	645-040-79-45	$1,254.73	$1,027.30
16109	2	645-040-79-46	$883.55	$866.66
16109	2	645-040-79-47	$932.23	$932.22
16109	2	645-040-79-48	$1,294.06	$1,182.26
14469	100	645-312-01-00	$1,019.35	$905.42
14469	39	645-310-39-00	$1,081.43	$961.60
14469	40	645-310-40-00	$1,059.49	$1,012.90
16109	2	645-040-80-36	$1,294.06	$1,182.26
16109	2	645-040-80-37	$932.23	$932.22
16109	2	645-040-80-38	$883.55	$866.66
16109	2	645-040-80-39	$1,294.06	$1,182.26
16109	2	645-040-80-40	$1,294.06	$1,182.26
16109	2	645-040-80-41	$932.23	$932.22
16109	2	645-040-80-42	$883.55	$866.66
16109	2	645-040-80-43	$1,294.06	$1,182.26
16109	2	645-040-79-55	$1,254.73	$1,027.30
16109	2	645-040-79-56	$883.55	$866.66
16109	2	645-040-79-57	$932.23	$932.22
16109	2	645-040-79-58	$1,294.06	$1,182.26
16109	2	645-040-79-59	$1,294.06	$1,182.26
16109	2	645-040-79-60	$1,254.73	$1,027.30
16109	2	645-040-79-61	$883.55	$866.66
16109	2	645-040-79-62	$932.23	$932.22
16109	2	645-040-79-63	$1,294.06	$1,182.26
16109	2	645-040-79-54	$1,294.06	$1,182.26
16109	2	645-040-85-15	$1,291.86	$1,182.26
16109	2	645-040-85-16	$1,298.43	$1,075.46
16109	2	645-040-85-17	$1,298.43	$1,075.46
16109	2	645-040-85-18	$1,298.43	$1,075.46
16109	2	645-040-85-19	$1,298.43	$1,075.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-20	$883.22	$866.66
16109	2	645-040-85-21	$883.22	$866.66
16109	2	645-040-85-01	$883.22	$866.66
16109	2	645-040-85-02	$883.22	$866.66
16109	2	645-040-85-03	$1,298.43	$1,075.46
16109	2	645-040-85-04	$1,291.86	$1,182.26
16109	2	645-040-85-53	$1,291.86	$1,182.26
16109	2	645-040-85-54	$1,298.43	$1,075.46
16109	2	645-040-85-55	$1,298.43	$1,075.46
16109	2	645-040-85-56	$1,298.43	$1,075.46
16109	2	645-040-85-57	$883.22	$866.66
16109	2	645-040-85-58	$883.22	$866.66
16109	2	645-040-83-23	$858.80	$842.06
16109	2	645-040-83-24	$858.80	$842.06
16109	2	645-040-83-25	$858.80	$842.06
16109	2	645-040-83-26	$858.80	$842.06
16109	2	645-040-83-27	$858.80	$842.06
16109	2	645-040-83-28	$858.80	$842.06
16109	2	645-040-83-29	$858.80	$842.06
16109	2	645-040-83-30	$1,270.32	$1,044.94
16109	2	645-040-83-31	$1,270.32	$1,044.94
16109	2	645-040-83-32	$1,270.32	$1,044.94
16109	2	645-040-83-33	$1,270.32	$1,044.94
16109	2	645-040-85-22	$883.22	$866.66
16109	2	645-040-85-23	$883.22	$866.66
16109	2	645-040-85-24	$1,298.43	$1,075.46
16109	2	645-040-85-25	$1,298.43	$1,075.46
16109	2	645-040-85-26	$1,298.43	$1,075.46
16109	2	645-040-85-27	$1,298.43	$1,075.46
16109	2	645-040-85-28	$1,291.86	$1,182.26
16109	2	645-040-85-41	$883.22	$866.66
16109	2	645-040-85-42	$883.22	$866.66
16109	2	645-040-85-43	$1,298.43	$1,075.46
16109	2	645-040-85-44	$1,298.43	$1,075.46
16109	2	645-040-85-45	$1,298.43	$1,075.46
16109	2	645-040-85-46	$1,291.86	$1,182.26
16109	2	645-040-85-05	$1,291.86	$1,182.26
16109	2	645-040-85-06	$1,298.43	$1,075.46
16109	2	645-040-85-07	$883.22	$866.66
16109	2	645-040-85-08	$883.22	$866.66
16109	2	645-040-85-09	$1,291.86	$1,182.26
16109	2	645-040-85-10	$1,298.43	$1,075.46
16109	2	645-040-85-11	$1,298.43	$1,075.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-12	$1,298.43	$1,075.46
16109	2	645-040-85-13	$883.22	$866.66
16109	2	645-040-85-14	$883.22	$866.66
16109	2	645-040-85-47	$883.22	$866.66
16109	2	645-040-85-48	$883.22	$866.66
16109	2	645-040-85-49	$1,298.43	$1,075.46
16109	2	645-040-85-50	$1,298.43	$1,075.46
16109	2	645-040-85-51	$1,298.43	$1,075.46
16109	2	645-040-85-52	$1,291.86	$1,182.26
16109	2	645-040-85-29	$883.22	$866.66
16109	2	645-040-85-30	$883.22	$866.66
16109	2	645-040-85-31	$1,298.43	$1,075.46
16109	2	645-040-85-32	$1,291.86	$1,182.26
16109	2	645-040-85-37	$1,291.86	$1,182.26
16109	2	645-040-85-38	$1,298.43	$1,075.46
16109	2	645-040-85-39	$883.22	$866.66
16109	2	645-040-85-40	$883.22	$866.66
16413	2	645-410-02-01	$1,670.90	$1,536.66
16413	2	645-410-02-02	$1,670.93	$1,397.84
16413	2	645-410-02-03	$1,670.93	$1,397.84
16413	2	645-410-02-04	$1,670.93	$1,397.84
16413	2	645-410-02-05	$1,670.93	$1,397.84
16413	2	645-410-02-06	$1,146.74	$1,126.46
16413	2	645-410-02-07	$1,146.77	$1,003.42
16413	2	645-410-02-08	$1,146.77	$1,003.42
16413	2	645-410-02-09	$1,146.74	$1,126.46
16413	2	645-410-02-10	$1,670.93	$1,397.84
16413	2	645-410-02-11	$1,670.93	$1,397.84
16413	2	645-410-02-12	$1,670.93	$1,397.84
16413	2	645-410-02-13	$1,670.93	$1,397.84
16413	2	645-410-02-14	$1,670.90	$1,536.66
16413	2	645-410-02-15	$1,670.90	$1,536.66
16413	2	645-410-02-16	$1,670.93	$1,397.84
16413	2	645-410-02-17	$1,670.93	$1,397.84
16413	2	645-410-02-18	$1,670.93	$1,397.84
16413	2	645-410-02-19	$1,146.77	$1,003.42
16413	2	645-410-02-20	$1,146.74	$1,126.46
16413	2	645-410-02-21	$1,146.74	$1,126.46
16413	2	645-410-02-22	$1,146.77	$1,003.42
16413	2	645-410-02-23	$1,670.93	$1,397.84
16413	2	645-410-02-24	$1,670.93	$1,397.84
16413	2	645-410-02-25	$1,670.93	$1,397.84
16413	2	645-410-02-26	$1,670.90	$1,536.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-11-13	$1,670.90	$1,536.66
16413	2	645-410-11-14	$1,670.93	$1,397.84
16413	2	645-410-11-15	$1,670.93	$1,397.84
16413	2	645-410-11-16	$1,670.93	$1,397.84
16413	2	645-410-11-17	$1,670.93	$1,397.84
16413	2	645-410-11-18	$1,146.74	$1,126.46
16413	2	645-410-11-19	$1,146.77	$1,003.42
16413	2	645-410-10-01	$1,670.90	$1,536.66
16413	2	645-410-10-02	$1,670.93	$1,397.84
16413	2	645-410-10-03	$1,670.93	$1,397.84
16413	2	645-410-10-04	$1,670.93	$1,397.84
16413	2	645-410-10-05	$1,670.93	$1,397.84
16413	2	645-410-10-06	$1,146.74	$1,126.46
16413	2	645-410-10-07	$1,146.77	$1,003.42
16413	2	645-410-11-21	$1,146.74	$1,126.46
16413	2	645-410-11-22	$1,670.93	$1,397.84
16413	2	645-410-11-23	$1,670.93	$1,397.84
16413	2	645-410-11-24	$1,670.93	$1,397.84
16413	2	645-410-11-25	$1,670.93	$1,397.84
16413	2	645-410-11-26	$1,670.90	$1,536.66
16413	2	645-410-11-20	$1,146.77	$1,003.42
16413	2	645-410-10-10	$1,670.93	$1,397.84
16413	2	645-410-10-08	$1,146.77	$1,003.42
16413	2	645-410-10-09	$1,146.74	$1,126.46
16413	2	645-410-10-11	$1,670.93	$1,397.84
16413	2	645-410-10-12	$1,670.93	$1,397.84
16413	2	645-410-10-13	$1,670.93	$1,397.84
16413	2	645-410-10-14	$1,670.90	$1,536.66
16413	2	645-410-02-27	$1,540.17	$1,414.16
16413	2	645-410-02-28	$1,542.75	$1,286.40
16413	2	645-410-02-29	$1,542.75	$1,286.40
16413	2	645-410-02-30	$1,542.75	$1,286.40
16413	2	645-410-02-31	$1,057.98	$923.42
16413	2	645-410-02-32	$1,055.69	$1,036.66
16413	2	645-410-11-27	$1,670.90	$1,536.66
16413	2	645-410-11-28	$1,670.93	$1,397.84
16413	2	645-410-11-29	$1,670.93	$1,397.84
16413	2	645-410-11-30	$1,670.93	$1,397.84
16413	2	645-410-11-31	$1,670.93	$1,397.84
16413	2	645-410-11-32	$1,146.74	$1,126.46
16413	2	645-410-11-33	$1,146.77	$1,003.42
16413	2	645-410-10-15	$1,670.90	$1,536.66
16413	2	645-410-10-16	$1,670.93	$1,397.84

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-17	$1,670.93	$1,397.84
16413	2	645-410-10-18	$1,670.93	$1,397.84
16413	2	645-410-10-19	$1,670.93	$1,397.84
16413	2	645-410-10-20	$1,146.74	$1,126.46
16413	2	645-410-10-21	$1,146.77	$1,003.42
16413	2	645-410-02-33	$1,055.69	$1,036.66
16413	2	645-410-02-34	$1,057.98	$923.42
16413	2	645-410-02-35	$1,542.75	$1,286.40
16413	2	645-410-02-36	$1,542.75	$1,286.40
16413	2	645-410-02-37	$1,542.75	$1,286.40
16413	2	645-410-02-38	$1,540.17	$1,414.16
16413	2	645-410-11-34	$1,146.77	$1,003.42
16413	2	645-410-11-35	$1,146.74	$1,126.46
16413	2	645-410-11-36	$1,670.93	$1,397.84
16413	2	645-410-11-37	$1,670.93	$1,397.84
16413	2	645-410-11-38	$1,670.93	$1,397.84
16413	2	645-410-11-39	$1,670.93	$1,397.84
16413	2	645-410-11-40	$1,670.90	$1,536.66
16413	2	645-410-10-22	$1,146.77	$1,003.42
16413	2	645-410-10-23	$1,146.74	$1,126.46
16413	2	645-410-10-24	$1,670.93	$1,397.84
16413	2	645-410-10-25	$1,670.93	$1,397.84
16413	2	645-410-10-26	$1,670.93	$1,397.84
16413	2	645-410-10-27	$1,670.93	$1,397.84
16413	2	645-410-10-28	$1,670.90	$1,536.66
16413	2	645-410-02-39	$1,540.17	$1,414.16
16413	2	645-410-02-40	$1,542.75	$1,286.40
16413	2	645-410-02-41	$1,542.75	$1,286.40
16413	2	645-410-02-42	$1,542.75	$1,286.40
16413	2	645-410-02-43	$1,057.98	$923.42
16413	2	645-410-02-44	$1,055.69	$1,036.66
16413	2	645-410-11-41	$1,670.90	$1,536.66
16413	2	645-410-11-42	$1,670.93	$1,397.84
16413	2	645-410-11-43	$1,670.93	$1,397.84
16413	2	645-410-11-44	$1,670.93	$1,397.84
16413	2	645-410-11-45	$1,670.93	$1,397.84
16413	2	645-410-11-46	$1,146.74	$1,126.46
16413	2	645-410-11-47	$1,146.77	$1,003.42
16413	2	645-410-10-35	$1,146.77	$1,003.42
16413	2	645-410-10-29	$1,670.90	$1,536.66
16413	2	645-410-10-30	$1,670.93	$1,397.84
16413	2	645-410-10-31	$1,670.93	$1,397.84
16413	2	645-410-10-32	$1,670.93	$1,397.84

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-33	$1,670.93	$1,397.84
16413	2	645-410-10-34	$1,146.74	$1,126.46
16413	2	645-410-02-45	$1,055.69	$1,036.66
16413	2	645-410-02-46	$1,057.98	$923.42
16413	2	645-410-02-47	$1,542.75	$1,286.40
16413	2	645-410-02-48	$1,542.75	$1,286.40
16413	2	645-410-02-49	$1,540.17	$1,414.16
16413	2	645-410-11-48	$1,057.98	$923.42
16413	2	645-410-11-49	$1,055.69	$1,036.66
16413	2	645-410-11-50	$1,542.75	$1,286.40
16413	2	645-410-11-51	$1,542.75	$1,286.40
16413	2	645-410-11-52	$1,542.75	$1,286.40
16413	2	645-410-11-53	$1,542.75	$1,286.40
16413	2	645-410-11-54	$1,540.17	$1,414.16
16413	2	645-410-10-36	$1,057.98	$923.42
16413	2	645-410-10-37	$1,055.69	$1,036.66
16413	2	645-410-10-38	$1,542.75	$1,286.40
16413	2	645-410-10-39	$1,542.75	$1,286.40
16413	2	645-410-10-40	$1,542.75	$1,286.40
16413	2	645-410-10-41	$1,542.75	$1,286.40
16413	2	645-410-10-42	$1,540.17	$1,414.16
16413	2	645-410-02-50	$1,670.90	$1,536.66
16413	2	645-410-02-51	$1,670.93	$1,397.84
16413	2	645-410-02-52	$1,670.93	$1,397.84
16413	2	645-410-02-53	$1,146.77	$1,003.42
16413	2	645-410-02-54	$1,146.74	$1,126.46
16413	2	645-410-11-55	$1,540.17	$1,414.16
16413	2	645-410-11-56	$1,542.75	$1,286.40
16413	2	645-410-11-57	$1,542.75	$1,286.40
16413	2	645-410-11-58	$1,542.75	$1,286.40
16413	2	645-410-11-59	$1,542.75	$1,286.40
16413	2	645-410-11-60	$1,055.69	$1,036.66
16413	2	645-410-11-61	$1,057.98	$923.42
16413	2	645-410-10-43	$1,540.17	$1,414.16
16413	2	645-410-10-44	$1,542.75	$1,286.40
16413	2	645-410-10-45	$1,542.75	$1,286.40
16413	2	645-410-10-46	$1,542.75	$1,286.40
16413	2	645-410-10-47	$1,542.75	$1,286.40
16413	2	645-410-10-48	$1,055.69	$1,036.66
16413	2	645-410-10-49	$1,057.98	$923.42
16413	2	645-410-02-55	$1,055.69	$1,036.66
16413	2	645-410-02-56	$1,057.98	$923.42
16413	2	645-410-02-57	$1,542.75	$1,286.40

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-02-58	$1,542.75	$1,286.40
16413	2	645-410-02-59	$1,540.17	$1,414.16
16413	2	645-410-11-62	$1,057.98	$923.42
16413	2	645-410-11-63	$1,055.69	$1,036.66
16413	2	645-410-11-64	$1,542.75	$1,286.40
16413	2	645-410-11-65	$1,542.75	$1,286.40
16413	2	645-410-11-66	$1,542.75	$1,286.40
16413	2	645-410-11-67	$1,542.75	$1,286.40
16413	2	645-410-11-68	$1,540.17	$1,414.16
16413	2	645-410-10-50	$1,057.98	$923.42
16413	2	645-410-10-51	$1,055.69	$1,036.66
16413	2	645-410-10-52	$1,542.75	$1,286.40
16413	2	645-410-10-53	$1,542.75	$1,286.40
16413	2	645-410-10-54	$1,542.75	$1,286.40
16413	2	645-410-10-55	$1,542.75	$1,286.40
16413	2	645-410-10-56	$1,540.17	$1,414.16
16109	2	645-040-85-33	$1,291.86	$1,182.26
16109	2	645-040-85-34	$1,298.43	$1,075.46
16109	2	645-040-85-35	$883.22	$866.66
16109	2	645-040-85-36	$883.22	$866.66
16109	2	645-040-85-71	$1,291.86	$1,182.26
16109	2	645-040-85-72	$1,298.43	$1,075.46
16109	2	645-040-85-73	$883.22	$866.66
16109	2	645-040-85-74	$883.22	$866.66
16109	2	645-040-85-59	$883.22	$866.66
16109	2	645-040-85-60	$883.22	$866.66
16109	2	645-040-85-61	$1,298.43	$1,075.46
16109	2	645-040-85-62	$1,291.86	$1,182.26
16109	2	645-040-85-67	$883.22	$866.66
16109	2	645-040-85-68	$883.22	$866.66
16109	2	645-040-85-69	$1,298.43	$1,075.46
16109	2	645-040-85-70	$1,291.86	$1,182.26
16109	2	645-040-85-63	$1,291.86	$1,182.26
16109	2	645-040-85-64	$1,298.43	$1,075.46
16109	2	645-040-85-65	$883.22	$866.66
16109	2	645-040-85-66	$883.22	$866.66
15496	1	645-390-01-00	$249,707.94	$249,707.92
13882	1	645-180-01-00	$0.00	$0.00
13882	PAR A	645-180-15-00	$0.00	$0.00
13882	7	645-280-27-00	$0.00	$0.00
20074	PAR 1	645-280-25-30	$0.00	$0.00
20074	PAR 1	645-280-25-31	$0.00	$0.00
20074	PAR 1	645-280-25-32	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
20074	PAR 1	645-280-25-33	$0.00	$0.00
20074	PAR 1	645-280-25-34	$0.00	$0.00
20074	PAR 1	645-280-25-35	$0.00	$0.00
20074	PAR 1	645-280-25-36	$0.00	$0.00
20074	PAR 1	645-280-25-02	$0.00	$0.00
20074	PAR 1	645-280-25-07	$0.00	$0.00
20074	PAR 1	645-280-25-01	$0.00	$0.00
20074	PAR 1	645-280-25-03	$0.00	$0.00
20074	PAR 1	645-280-25-04	$0.00	$0.00
20074	PAR 1	645-280-25-05	$0.00	$0.00
20074	PAR 1	645-280-25-06	$0.00	$0.00
20074	PAR 1	645-280-25-18	$0.00	$0.00
20074	PAR 1	645-280-25-20	$0.00	$0.00
20074	PAR 1	645-280-25-22	$0.00	$0.00
20074	PAR 1	645-280-25-23	$0.00	$0.00
20074	PAR 1	645-280-25-21	$0.00	$0.00
20074	PAR 1	645-280-25-17	$0.00	$0.00
20074	PAR 1	645-280-25-19	$0.00	$0.00
13882	PAR B	645-180-18-00	$0.00	$0.00
20074	PAR 1	645-280-25-24	$0.00	$0.00
20074	PAR 1	645-280-25-26	$0.00	$0.00
20074	PAR 1	645-280-25-29	$0.00	$0.00
20074	PAR 1	645-280-25-25	$0.00	$0.00
20074	PAR 1	645-280-25-27	$0.00	$0.00
20074	PAR 1	645-280-25-28	$0.00	$0.00
15157	PAR 3	645-380-14-00	$0.00	$0.00
20074	PAR 1	645-280-25-08	$0.00	$0.00
20074	PAR 1	645-280-25-09	$0.00	$0.00
20074	PAR 1	645-280-25-11	$0.00	$0.00
20074	PAR 1	645-280-25-10	$0.00	$0.00
20074	PAR 1	645-280-25-15	$0.00	$0.00
20074	PAR 1	645-280-25-16	$0.00	$0.00
20074	PAR 1	645-280-25-12	$0.00	$0.00
20074	PAR 1	645-280-25-13	$0.00	$0.00
20074	PAR 1	645-280-25-14	$0.00	$0.00
13610	10	645-130-10-00	$945.09	$898.48
13530	9	645-110-09-00	$1,019.73	$775.92
13530	10	645-110-10-00	$1,019.73	$775.92
13610	9	645-130-09-00	$972.84	$853.00
13610	8	645-130-08-00	$972.84	$853.00
13610	42	645-130-42-00	$945.09	$898.48
13530	8	645-110-08-00	$972.84	$853.00
13610	43	645-130-43-00	$945.09	$898.48

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	PAR 2	645-110-30-00	$976.41	$929.92
13610	7	645-130-07-00	$945.09	$898.48
13610	11	645-130-11-00	$972.84	$853.00
13610	44	645-130-44-00	$972.84	$853.00
13530	26	645-110-26-00	$1,046.32	$732.10
13530	PAR 3	645-110-31-00	$976.41	$929.92
13610	6	645-130-06-00	$945.09	$898.48
13610	45	645-130-45-00	$945.09	$898.48
13610	64	645-130-64-00	$945.09	$898.48
13530	PAR 1	645-110-29-00	$976.41	$929.92
13610	12	645-130-12-00	$945.09	$898.48
13530	27	645-110-27-00	$1,019.73	$775.92
13610	46	645-130-46-00	$945.09	$898.48
13610	5	645-130-05-00	$945.09	$898.48
13530	PAR 4	645-110-32-00	$1,002.43	$882.84
13610	47	645-130-47-00	$972.84	$853.00
13530	28	645-111-01-00	$972.84	$853.00
13610	13	645-130-13-00	$945.09	$898.48
13610	63	645-130-63-00	$972.84	$853.00
13610	18	645-130-18-00	$972.84	$853.00
13610	48	645-130-48-00	$945.09	$898.48
13610	4	645-130-04-00	$972.84	$853.00
13610	62	645-130-62-00	$945.09	$898.48
13610	14	645-130-14-00	$945.09	$898.48
13610	17	645-130-17-00	$945.09	$898.48
13610	49	645-130-49-00	$945.09	$898.48
13610	50	645-130-50-00	$945.09	$898.48
13610	3	645-130-03-00	$945.09	$898.48
13610	15	645-130-15-00	$945.09	$898.48
13610	61	645-130-61-00	$945.09	$898.48
13610	51	645-130-51-00	$945.09	$898.48
13610	2	645-130-02-00	$945.09	$898.48
13610	52	645-130-52-00	$945.09	$898.48
13610	16	645-130-16-00	$945.09	$898.48
14900	18	645-370-18-00	$1,107.68	$1,107.66
14900	17	645-370-17-00	$1,073.80	$1,027.52
13610	1	645-130-01-00	$972.84	$853.00
14900	5	645-370-05-00	$1,107.68	$1,107.66
14900	16	645-370-16-00	$1,107.68	$1,107.66
14900	6	645-370-06-00	$1,107.68	$1,107.66
14900	4	645-370-04-00	$1,073.80	$1,027.52
14900	15	645-370-15-00	$1,073.80	$1,027.52
13530	93	645-111-37-00	$972.84	$853.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19831	PAR 1	645-370-54-00	$1,107.68	$1,107.66
14900	3	645-370-03-00	$1,107.68	$1,107.66
14900	14	645-370-14-00	$1,107.68	$1,107.66
19831	PAR 2	645-370-55-00	$1,073.80	$1,027.52
13610	60	645-130-60-00	$945.09	$898.48
14900	2	645-370-02-00	$1,107.68	$1,107.66
14900	13	645-370-13-00	$1,107.68	$1,107.66
13530	94	645-111-38-00	$1,019.73	$775.92
14900	9	645-370-09-00	$1,107.68	$1,107.66
14900	1	645-370-01-00	$1,073.80	$1,027.52
13610	59	645-130-59-00	$972.84	$853.00
14900	47	645-370-47-00	$1,073.80	$1,027.52
14900	19	645-370-19-00	$1,073.80	$1,027.52
14900	31	645-370-31-00	$1,107.68	$1,107.66
13530	110	645-111-54-00	$945.09	$898.48
14900	46	645-370-46-00	$1,107.68	$1,107.66
14900	20	645-370-20-00	$1,107.68	$1,107.66
14900	30	645-370-30-00	$1,073.80	$1,027.52
13610	58	645-130-58-00	$945.09	$898.48
14900	45	645-370-45-00	$1,107.68	$1,107.66
14900	34	645-370-34-00	$1,073.80	$1,027.52
14900	21	645-370-21-00	$1,107.68	$1,107.66
14900	35	645-370-35-00	$1,073.80	$1,027.52
14900	10	645-370-10-00	$1,107.68	$1,107.66
14900	29	645-370-29-00	$1,107.68	$1,107.66
13530	111	645-111-55-00	$972.84	$853.00
14900	44	645-370-44-00	$1,073.80	$1,027.52
14900	33	645-370-33-00	$1,107.68	$1,107.66
14900	22	645-370-22-00	$1,073.80	$1,027.52
14900	36	645-370-36-00	$1,107.68	$1,107.66
14900	11	645-370-11-00	$1,073.80	$1,027.52
14900	28	645-370-28-00	$1,073.80	$1,027.52
13610	57	645-130-57-00	$945.09	$898.48
14900	43	645-370-43-00	$1,107.68	$1,107.66
14900	32	645-370-32-00	$1,107.68	$1,107.66
14900	23	645-370-23-00	$1,107.68	$1,107.66
14900	37	645-370-37-00	$1,107.68	$1,107.66
14900	12	645-370-12-00	$1,073.80	$1,027.52
14900	27	645-370-27-00	$1,107.68	$1,107.66
13530	112	645-111-56-00	$945.09	$898.48
14900	42	645-370-42-00	$1,073.80	$1,027.52
14900	24	645-370-24-00	$1,107.68	$1,107.66
14900	26	645-370-26-00	$1,073.80	$1,027.52

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14900	38	645-370-38-00	$1,073.80	$1,027.52
13610	56	645-130-56-00	$945.09	$898.48
14900	41	645-370-41-00	$1,107.68	$1,107.66
14900	25	645-370-25-00	$1,073.80	$1,027.52
14900	40	645-370-40-00	$1,073.80	$1,027.52
13610	55	645-130-55-00	$945.09	$898.48
14900	39	645-370-39-00	$1,107.68	$1,107.66
13610	54	645-130-54-00	$945.09	$898.48
13610	53	645-130-53-00	$972.84	$853.00
14730	A	645-370-48-00	$0.00	$0.00
14900	B	645-370-49-00	$0.00	$0.00
14900	C	645-370-50-00	$0.00	$0.00
14900	D	645-370-51-00	$0.00	$0.00
14900	E	645-370-52-00	$0.00	$0.00
13882	4	645-180-04-00	$0.00	$0.00
13882	5	645-180-05-00	$0.00	$0.00
13882	PAR B	645-180-16-00	$0.00	$0.00
13882	12	645-180-12-00	$17,478.52	$0.00
13882	13	645-180-13-00	$13,655.09	$0.00
13882	14	645-180-14-00	$13,655.09	$0.00
N/A	A	645-280-23-00	$0.00	$0.00
14730	B	645-341-75-00	$0.00	$0.00
14730	F	645-341-76-00	$0.00	$0.00
14730	G	645-341-77-00	$0.00	$0.00
N/A	N/A	645-040-65-00	$0.00	$0.00
N/A	N/A	645-040-67-00	$0.00	$0.00
N/A	N/A	645-040-72-00	$50,387.29	$0.00
16109	2	645-040-81-00	$0.00	$0.00
16109	2	645-040-82-00	$0.00	$0.00
16109	2	645-040-84-00	$0.00	$0.00
13610	30	645-130-30-00	$945.09	$898.48
15496	A	645-390-04-00	$0.00	$0.00
15496	D	645-390-07-00	$0.00	$0.00
15157	3	645-380-03-00	$15,020.60	$0.00
15157	4	645-380-04-00	$59,672.75	$0.00
15157	5	645-380-05-00	$15,020.60	$0.00
15157	A	645-380-11-00	$0.00	$0.00
14730	NA	645-340-52-00	$0.00	$0.00
13610	A	645-130-65-00	$0.00	$0.00
14900	F	645-370-53-00	$0.00	$0.00
15496	2	645-390-02-00	$3,335.27	$3,287.60
15496	2	645-390-02-00	$236,805.12	$236,805.12
15496	C	645-390-06-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
15496	E	645-390-08-00	$0.00	$0.00
N/A	3	645-040-75-00	$0.00	$0.00
N/A	N/A	645-040-76-00	$0.00	$0.00
16109	2	645-040-86-00	$0.00	$0.00
13530	PAR 3	645-113-13-00	$0.00	$0.00
13613	E	645-142-36-00	$0.00	$0.00
15496	3	645-390-03-00	$33,728.08	$0.00
15496	B	645-390-05-00	$0.00	$0.00
14730	E	645-060-42-00	$0.00	$0.00
14730	180	645-060-43-14	$889.50	$889.50
14730	180	645-060-46-00	$0.00	$0.00
14551	1	645-090-38-00	$13,518.54	$0.00
14551	A	645-090-39-00	$0.00	$0.00
14730	A	645-340-51-00	$0.00	$0.00
14730	C	645-342-56-00	$0.00	$0.00
14730	D	645-342-57-00	$0.00	$0.00
14730	H	645-342-58-00	$0.00	$0.00
16413	1	645-410-01-01	$1,484.76	$1,211.68
16413	1	645-410-01-02	$1,484.76	$1,211.68
16413	1	645-410-01-03	$1,670.93	$1,397.84
16413	1	645-410-01-04	$1,670.93	$1,397.84
16413	1	645-410-01-05	$1,670.93	$1,397.84
16413	1	645-410-01-06	$1,670.93	$1,397.84
16413	1	645-410-01-07	$1,418.12	$1,397.84
16413	1	645-410-01-08	$1,418.12	$1,397.84
16413	1	645-410-01-09	$1,670.93	$1,397.84
16413	1	645-410-01-10	$1,670.93	$1,397.84
16413	1	645-410-01-11	$1,670.93	$1,397.84
16413	1	645-410-01-12	$1,670.93	$1,397.84
16413	1	645-410-01-13	$1,670.93	$1,397.84
16413	1	645-410-01-14	$1,146.74	$1,126.46
16413	1	645-410-01-15	$1,146.74	$1,126.46
16413	1	645-410-01-16	$1,670.93	$1,397.84
16413	1	645-410-01-17	$1,670.93	$1,397.84
16413	1	645-410-01-18	$1,670.93	$1,397.84
16413	1	645-410-01-19	$1,670.93	$1,397.84
16413	1	645-410-01-20	$1,670.93	$1,397.84
16413	1	645-410-01-21	$1,670.93	$1,397.84
16413	1	645-410-01-22	$1,670.93	$1,397.84
16413	1	645-410-01-23	$1,670.93	$1,397.84
16413	1	645-410-01-24	$1,670.93	$1,397.84
16413	1	645-410-01-25	$1,670.93	$1,397.84
16413	1	645-410-01-26	$1,146.74	$1,126.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	1	645-410-01-27	$1,146.74	$1,126.46
16413	1	645-410-01-28	$1,146.74	$1,126.46
16413	1	645-410-01-29	$1,146.74	$1,126.46
16413	1	645-410-01-30	$1,670.93	$1,397.84
16413	1	645-410-01-31	$1,670.93	$1,397.84
16413	1	645-410-01-32	$1,670.93	$1,397.84
16413	1	645-410-01-33	$1,670.93	$1,397.84
16413	1	645-410-01-34	$1,670.93	$1,397.84
16413	1	645-410-01-35	$1,670.93	$1,397.84
16413	1	645-410-01-36	$1,670.93	$1,397.84
16413	1	645-410-01-37	$1,670.93	$1,397.84
16413	1	645-410-01-38	$1,670.93	$1,397.84
16413	1	645-410-01-39	$1,670.93	$1,397.84
16413	1	645-410-01-40	$1,146.74	$1,126.46
16413	1	645-410-01-41	$1,146.74	$1,126.46
16413	1	645-410-01-42	$1,146.74	$1,126.46
16413	1	645-410-01-43	$1,146.74	$1,126.46
16413	1	645-410-01-44	$1,670.93	$1,397.84
16413	1	645-410-01-45	$1,670.93	$1,397.84
16413	1	645-410-01-46	$1,670.93	$1,397.84
16413	1	645-410-01-47	$1,670.93	$1,397.84
16413	1	645-410-01-48	$1,670.93	$1,397.84
16413	1	645-410-01-49	$1,670.93	$1,397.84
16413	1	645-410-01-50	$1,670.93	$1,397.84
16413	1	645-410-01-51	$1,670.93	$1,397.84
16413	1	645-410-01-52	$1,670.93	$1,397.84
16413	1	645-410-01-53	$1,146.74	$1,126.46
16413	1	645-410-01-54	$1,146.74	$1,126.46
16413	1	645-410-01-55	$1,146.74	$1,126.46
16413	1	645-410-01-56	$1,146.74	$1,126.46
16413	1	645-410-01-57	$1,670.93	$1,397.84
16413	1	645-410-01-58	$1,670.93	$1,397.84
16413	1	645-410-01-59	$1,670.93	$1,397.84
16413	1	645-410-01-60	$1,670.93	$1,397.84
16413	1	645-410-01-61	$1,670.93	$1,397.84
16413	1	645-410-01-62	$1,670.93	$1,397.84
16413	1	645-410-01-63	$1,670.93	$1,397.84
16413	1	645-410-01-64	$1,670.93	$1,397.84
16413	1	645-410-01-65	$1,670.93	$1,397.84
16413	1	645-410-01-66	$1,146.74	$1,126.46
16413	1	645-410-01-67	$1,146.74	$1,126.46
16413	1	645-410-01-68	$1,670.93	$1,397.84
16413	1	645-410-01-69	$1,670.93	$1,397.84

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2025/2026 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	1	645-410-01-70	$1,670.93	$1,397.84
16413	1	645-410-01-71	$1,670.93	$1,397.84
16413	1	645-410-01-72	$1,146.74	$1,126.46
16413	1	645-410-01-73	$1,146.74	$1,126.46
16413	1	645-410-01-74	$1,146.74	$1,126.46
16413	1	645-410-01-75	$1,146.74	$1,126.46
16413	1	645-410-01-76	$1,670.93	$1,397.84
16413	1	645-410-01-77	$1,670.93	$1,397.84
16413	1	645-410-01-78	$1,670.93	$1,397.84
16413	1	645-410-01-79	$1,670.93	$1,397.84
16413	2	645-410-12-00	$0.00	$0.00
16413	2	645-410-13-00	$0.00	$0.00
16413	2	645-410-14-00	$0.00	$0.00
13928	D	645-210-30-00	$0.00	$0.00
13928	E	645-210-31-00	$0.00	$0.00
13928	C	645-211-76-00	$0.00	$0.00
13928	G	645-221-01-00	$0.00	$0.00
16109	2	645-040-85-00	$0.00	$0.00

Total Parcels	**2,340**
Total Taxable Parcels	**2,175**
Total Maximum Annual Special Tax	**$3,326,700.50**
Total Assigned Special Tax	**$2,830,067.96**

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Efrain Burciaga, Director of
Human Resources

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 4000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 4000 series: Board Policy 4151/4251/4351 - Employee Compensation, Board Policy 4158/4258/4358 - Employee Security and Administrative Regulation 4158/4258/4358 - Employee Security.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Policy 4151: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 | **Last Revised Date:** ~~0903~~/01/~~2023~~2025 | **Last Reviewed Date:** ~~0903~~/01/~~2023~~2025

CSBA NOTE: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following optional policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package ~~which~~that includes salaries and health and welfare benefits.

CSBA NOTE: Education Code 45023 and 45162 require the Governing Board to adopt salary schedules for certificated and classified employees, respectively. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule for classified employees to the Board for approval and that the Board may not amend the schedule without first giving the commission ~~an~~a reasonable opportunity to respond to the amendments.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel~~. These schedules shall~~ that comply with law and applicable collective bargaining agreements ~~and shall be printed and made available for review at the district office.~~. (Education Code 45022, ~~45023,~~ 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The salary schedules adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

CSBA NOTE: Pursuant to Education Code 42238.016, as added by AB 938 (Ch. 345, Statutes of 2024), districts are required, beginning January 31, 2026, to annually complete the Salary and Benefit Schedule for Bargaining Units (Form J-90), for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education.

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and

certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

CSBA NOTE: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. ~~The~~Additionally, the Board may ~~also~~ choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments over the year~~.~~ instead of by the school month. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, regardless of whether the employees are actually engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.

~~Additionally~~In addition, pursuant to Education Code 45500, districts may participate in the Classified School Employee Summer Assistance Program whereby eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments.

Education Code 45048 and 45165 provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.

The following paragraph may be revised to reflect the payroll schedule determined by the Board~~.~~ or as provided for in any applicable collective bargaining agreement.

~~The Board~~ Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall ~~determine the~~be paid (*insert frequency*) and ~~schedule of salary~~ in _____equal payments~~, including whether payments for employees who work less than 12 months per year will be made~~ over the ~~course of the school year or in equal installments over the calendar year.~~ year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

~~CSBA NOTE: According to Office of Management and Budget Memorandum M-20-17, during extraordinary circumstances, such as a pandemic, which interrupt district operations, employees paid with federal grant funds can continue to be paid out of federal grant funds as long as other similarly situated employees paid with nonfederal funds are continuing to get compensated. The following optional paragraph establishes such emergency contingencies so that the Board may continue to provide employee compensation during such times.~~

~~In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.~~

CSBA NOTE: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (FLSA) (29 USC 201-219) in a conspicuous place at

all work sites. The poster that must be used by state and local governments is available on the website of the U.S. Department of Labor's Wage and Hour Division.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

CSBA NOTE: Pursuant to the FLSA (29 CFR 553.20) and Education Code 45128, districts are required to pay employees who are not specifically exempted by law, including classified employees in both merit and non-merit system districts, ~~must receive~~ overtime pay or compensatory time off at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of eight hours in any one day and/or in excess of 40 hours per calendar week. However, if the Board has established a work day of less than eight hours but at least seven hours, and a work week of less than 40 hours but at least 35 hours, all time worked in excess of the established work schedule must be deemed overtime.

Pursuant to Education Code 45130, districts are not required to pay overtime for any classified positions established by the Board, or by the personnel commission in a merit system district, as supervisory, administrative, or executive. In approving positions for exclusion from the overtime provisions, the Board or personnel commission must certify in writing that the duties, flexibility of hours, salary, benefit structure, and authority of the positions are of such a nature that they should be set apart from those positions which are subject to the overtime provisions; see BP/AR 4300 - Administrative and Supervisory Personnel. However, Education Code 45130 ~~requires~~provides that, if a classified employee in an exempt position is required to work on a holiday designated in law or by the Board, the employee ~~must~~is required to be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay~~.~~

~~Overtime pay requirements are also~~; see BP/AR 6115 – Ceremonies and Observances for more information regarding holidays designated in law or by the Board.

Additionally, overtime pay requirements are not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that, to be exempt from overtime rules, administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school.

Labor Code provisions are not applicable to school districts unless specifically provided for in law. For example, in *Johnson v. Arvin-Edison Water Storage District*, the appellate court held in part that Labor Code 510, which provides for overtime compensation including that an employee who works in excess of 12 hours in one day or eight hours on the seventh consecutive day of a workweek is entitled to twice the regular rate of pay, does not apply to public agencies, including school districts.

Due to the complex interactions between federal law and state law, as well as between different state law provisions and classes of employees, it is recommended that districts consult CSBA's

District and County Office of Education Legal Services or district legal counsel regarding employee overtime compensation, as necessary.

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week~~, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.~~. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.~~0~~ 204, 541.~~710~~303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

CSBA NOTE: The following optional paragraph is for use by districts that allow employees to take compensatory time off in lieu of overtime compensation as authorized by 29 USC 207 and 29 CFR 553.20-553.25. Time off in lieu of overtime compensation is allowed only if provided for in a collective bargaining agreement or other agreement and must be provided at the rate of at least one and one-half hours for each hour of overtime work.

Pursuant to 29 CFR 553.21, an employee must be allowed to use earned compensatory time within a "reasonable period" after making the request. 29 CFR 553.25 provides that a "reasonable period" is determined on a case-by-case basis by considering customary work practices such as the normal work schedule, anticipated peak workloads based on past experience, emergency requirements for staff and services, and the availability of qualified substitute staff. Education Code 45129 provides that the compensatory time off must be used within 12 calendar months.

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months ~~after making the request~~following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

CSBA NOTE: Education Code 44042.5~~, as added by AB 185 (Ch. 571, Statutes of 2022) and amended by SB 114 (Ch. 48, Statutes of 2023),~~ requires districts to follow the process specified below when a wage overpayment is made to a district employee. If the provisions of this section are in conflict with a collective bargaining agreement or a memorandum of understanding that was in effect on July 31, 2022, such agreements shall be controlling until the expiration or renewal of such

agreements. ~~The~~It is recommended that the district ~~should~~ consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific wage overpayments.

If, following the determination of an overpayment, the employee disputes the existence or amount of the overpayment, the district ~~shall~~is required to first initiate legal action and obtain a court order or binding arbitration decision validating the overpayment amount. Binding arbitration may only apply to such overpayment disputes if a memorandum of understanding between the district and exclusive representative sets forth procedures for adjudicating such wage overpayment disputes that meet the minimum requirements set forth in Education Code 44042.5.

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district ~~shall, with board approval, initiate a legal action to~~may only recover the overpayment~~.~~ after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district ~~shall, with Board approval,~~may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 42238.016	Salary and Benefit Schedule for the Bargaining Units (Form J-90
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries for certificated employees
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549.3	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Lab. Code 510	Overtime Compensation

Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act

29 USC 213	Exemptions from minimum wage and overtime requirements

Management Resources	**Description**
Court Decision	Flores v. City of San Gabriel (9th Cir., 2016) 824 F.3d 890
~~Office of Management and Budget Publication~~	~~Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by COVID-19 due to Loss of Operations, Memo M-20-17, March 19, 2020~~
Court Decision	Johnson v. Arvin-Edison Water Storage District (2009) 174 Cal.App.4th 729
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA
Website	California Department of Education (https://www.cde.ca.gov/)

Cross References

Code	**Description**
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement

4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
6115	Ceremonies and Observances

Policy 4158: Employee Security

Status: ADOPTED

Original Adopted Date: 07/01/2001 | **Last Revised Date:** ~~06~~03/01/~~2021~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2021~~2025

CSBA NOTE: Pursuant to Government Code 3543.2, safety conditions in employment are a mandatory subject of collective bargaining. The following Board policy and accompanying administrative regulation may be revised to reflect district practice and the terms of the district's collective bargaining agreements.

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with ~~AR~~Administrative Regulation 3515.2 - Disruptions.

CSBA NOTE: Code of Civil Procedure 527.8 ~~allows the district~~ authorizes districts to seek a temporary restraining order ~~and injunction~~(TRO) on behalf of ~~an employee against any other individual~~employees who ~~has~~have been subjected ~~the employee~~ to harassment, unlawful violence, or a credible threat of violence in the workplace. ~~In City~~A collective bargaining representative may also seek a TRO on behalf of ~~San Jose v. William Garbett, a California Court of Appeal held~~a district employee if the collective bargaining representative serves that ~~a court's issuance of~~ employee in employment or labor matters at the employee's workplace. Before filing a ~~temporary restraining order and injunction against~~petition for a ~~person~~TRO, the district or collective bargaining representative is required to provide the employee who ~~had verbally threatened~~suffered unlawful violence or a ~~city official was~~credible threat of violence an opportunity to decline to be named in the TRO. If such a denial occurs, the district or collective bargaining representative is not ~~a violation of that person's right to free speech and right of access to~~ prohibited from seeking a ~~public place.~~
TRO on behalf of other employees at the workplace, and, if appropriate, other employees at other workplaces in the district.

Pursuant to Penal Code 18150 and 18170, a gun violence restraining order prohibiting a person from owning, having custody or control of, purchasing, possessing, or receiving a firearm or ammunition may be petitioned by that person's employer, a coworker who has had substantial and regular interactions with the person for at least one year and has the employer's approval, or an employee or teacher of a secondary school that the person has attended in the past six months if the employee or teacher has obtained the approval or a school administrator or designee.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO)

on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with ~~Labor~~Government Code ~~230-230.1~~12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

CSBA NOTE: Pursuant to Education Code 48904 and 48905, an employee who is injured or whose property is damaged by willful misconduct of a district student under the conditions described below may request that the district pursue legal action against the student or the student's parent/guardian. ~~See~~For more information regarding recovery for damages when an employee is injured or whose property is damaged by the willful misconduct of a district student, see BP 3515.4 - Recovery for Property Loss or Damage and AR 5125.2 - Withholding Grades, Diploma or Transcripts. ~~The~~It is recommended that the district ~~should~~ consult CSBA's District and County Office of Education Legal Services or district legal counsel when considering whether to pursue legal action.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

CSBA NOTE: Pursuant to Education Code 32289.6, as added by AB 1858 (Ch. 530, Statutes of 2024), on or before June 15, 2025, the California Department of Education is required to curate and post on its website best practices pertaining to school shooter or other armed assailant drills, with which districts are encouraged to comply.

Additionally, the 2024, "Executive Order on Combating Emerging Firearms Threats and Improving School-Based Active-Shooter Drills," 89 Fed. Reg. 80345, establishes an interagency Emerging Firearms Threats Task Force and requires the Secretary of Education and the Secretary of Homeland Security to release guidance related to school-based active-shooter drills for schools.

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not

limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Penal Code 22810 authorizes adults, with certain exceptions, to carry an approved tear gas weapon such as pepper spray for purposes of self-defense. Penal Code 626.9 and 626.10, which prohibit the possession of weapons on school grounds, do not prohibit the possession of pepper spray on school grounds. Thus, the Governing Board may determine whether to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities. See the accompanying administrative regulation for related procedures. It is recommended that districts allowing employees to carry pepper spray consult CSBA's District and County Office of Education Legal Services or district counsel regarding potential liability related to an employee's possession of pepper spray and revise the corresponding regulation accordingly.

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative ~~regulations~~regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

CSBA NOTE: The following ~~optional~~ section ~~specifies actions to be taken in the event an employee becomes aware of any person who is in possession of an injurious object, and~~ is consistent with the actions described in AR 5131.7 - Weapons and Dangerous Instruments related to student possession.

Pursuant to Education Code 49334, a school employee who initially notifies law enforcement regarding a student or adult who is in possession of an injurious object while on school grounds or under the authority of school personnel cannot be subject to any civil or administrative proceeding, including disciplinary action, for violation of any district policy or procedure related to the notification of a law enforcement agency. Education Code 49334 requires such an employee to conform with district procedures after exercising the option to notify a law enforcement agency.

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on ~~school grounds~~district property or at a ~~school-~~district related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and ~~shall~~ do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Policy Reference UPDATE Service
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State	Description
Civ. Code 51.7	Freedom from violence or intimidation
Code of Civil Procedure 527.8	Workplace violence safety
Ed. Code 32210-32212	Willful disturbance; public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by ~~pupil~~student against school employee
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 49079	Notification to teacher; student who has engaged in acts ~~re:~~ regarding grounds for suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 12926	Definitions
Gov. Code 12945.8	Employee accommodations for domestic violence, sexual assault, stalking, and other qualifying acts of violence
Gov. Code 3543.2	Scope of representation
Gov. Code 995-996.4	Defense of public employees
~~Lab. Code 230-230.2~~	~~Leaves for victims of domestic violence, sexual assault or specified felonies~~
Pen. Code 18150	Gun violence restraining orders

Pen. Code 18170	Gun violence restraining order issued after notice and hearing
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	Weapons on school grounds and other school crimes
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Limited exception to juvenile court record
W&I Code 828.1	District police or security department; disclosure of juvenile records

Federal	Description
Executive Order 14127	Combating Emerging Firearms Threats and Improving School-Based Active Shooter Drills, September 2024 (https://www.federalregister.gov/documents/2024/10/02/2024-22938/combating-emerging-firearms-threats-and-improving-school-based-active-shooter-drills)

Management Resources	Description
Court Decision	City of San Jose v. William Garbett (2010) 190 Cal. App. 4th 526
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility

3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.7	Firearms On School Grounds
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4131	Staff Development
4140	Bargaining Units
4156.3	Employee Property Reimbursement
4157	Employee Safety
4157	Employee Safety
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.8	Family Care and Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications

4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4240	Bargaining Units
4256.3	Employee Property Reimbursement
4257	Employee Safety
4257	Employee Safety
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.8	Family Care and Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4331	Staff Development
4340	Bargaining Units
4356.3	Employee Property Reimbursement
4357	Employee Safety
4357	Employee Safety
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.8	Family Care and Medical Leave
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131.4	Student Disturbances
5131.4	Student Disturbances

5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

Regulation 4158: Employee Security

Status: ADOPTED

Original Adopted Date: 11/01/2000 | **Last Revised Date:** ~~0603~~/01/~~20212025~~ | **Last Reviewed Date:** ~~0603~~/01/~~20212025~~

CSBA NOTE: In order to help ensure the safety of students and staff, Education Code 32282 requires schools to include in their comprehensive safety plans procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school. For more information regarding comprehensive safety plans, see BP/AR 0450 - Comprehensive Safety Plan.

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

CSBA NOTE: Pursuant to Education Code 44014, it is the duty of an employee and the employee's immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Compliance with district procedures related to reporting incidents, as specified in the paragraph below, does not exempt an employee or supervisor from the duty to make a report to law enforcement. Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for doing so.

Although the law only requires employees to report attacks, assaults, or physical threats made by students, the district may revise the following paragraph to require employees to report any attack, assault, or physical threat made against them by any other individual on school grounds.

The following paragraph relates to the reporting by an employee of an attack, assault, or physical threat, as well as any action taken in response, and should be modified to reflect district practice and to ensure consistency with the district's comprehensive safety plan.

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response. ~~Reports of an attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.~~

~~CSBA NOTE: Pursuant to Education Code 44014, it is the duty of an employee and the employee's immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Compliance with district procedures related to reporting incidents, as specified in the paragraph above, does not exempt an employee or supervisor from the duty to make a report to law enforcement. Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for doing so.~~

~~Although the law only requires employees to report attacks, assaults, or threats made by students, the district may revise the following paragraph to require employees to report any attack, assault, or threat made against them by any other individual on school grounds.~~

~~In addition~~Additionally, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. Reports of an attack, assault, or physical threat shall be forwarded immediately to the Superintendent or designee. (Education Code 44014)

Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

CSBA NOTE: Education Code 49079 requires the district to inform teachers of students who have committed specified acts that constitute grounds for suspension or expulsion. ~~School district~~ District officers or employees who knowingly fail to provide this information are guilty of a misdemeanor punishable by a fine and/or imprisonment.

a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in ~~AR~~Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process~~.~~ (Education Code 49079)

_____This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

CSBA NOTE: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below; see AR 5125 - Student Records. Once the record is received, the Superintendent or designee ~~must~~is required to inform the student's teacher(s) of the acts as specified below.

b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former district and of the act that resulted in the suspension or expulsion~~.~~ (Education Code 48201)

c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher~~.~~ (Education Code 48201, 49079)

2. Offenses Reported to the District by a Court

CSBA NOTE: Welfare and Institutions Code 827 requires a court, within seven days, to provide written notification to the Superintendent when a minor student has been found by the court to have committed a felony or misdemeanor involving specified offenses. Upon receiving such notification, the Superintendent ~~must~~is required to notify certain counselors, teachers, and administrators, as described in ~~item~~Item #2.

~~In addition~~Additionally, Welfare and Institutions Code 828.1 specifies that a ~~school~~ district police or security department may provide written notification to the Superintendent when a minor student has been found by a court to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence. In such cases, the information may be transmitted to a teacher, counselor, or administrator with direct supervisorial or disciplinary responsibility over the student, and such information ~~must~~is required to be received in confidence for the limited purpose for which it was provided. Districts that maintain their own police or security department may expand the following item to authorize the department to notify the Superintendent of such offenses.

a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal~~.~~ or designee (Welfare and Institutions Code 827)

b. The principal or designee shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information in order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability~~.~~ (Welfare and Institutions Code 827)

c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff~~.~~ (Welfare and Institutions Code 827)

The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

d. When a student is removed from school as a result of an offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district~~.~~ (Welfare and Institutions Code 827)

If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Intentional violation of the confidentiality provisions of Welfare and Institutions Code 827 is a misdemeanor punishable by a fine.

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

Accommodations for Victims of Domestic Violence, Sexual Assault, ~~or~~ Stalking, or Other Qualifying Acts of Violence

CSBA NOTE: Pursuant to ~~Labor~~Government Code ~~230,~~12945.8, as added by AB 2499 (Ch. 967, Statutes of 2024), the district is required to provide reasonable accommodations ~~at work, upon request,~~ to an employee who is a victim, or whose family member is a victim, of domestic violence, sexual assault, ~~or~~ stalking~~.~~ , and other qualifying acts of violence.

The district is not required to provide reasonable accommodations to an employee who has not disclosed the employee's status, or family member's status, as a victim of domestic violence, sexual assault, ~~or~~ stalking, or other qualifying acts of violence specified in Government Code 12945.8, nor to undertake an action that constitutes an undue hardship, as defined by Government Code 12926.

~~In addition, Labor~~Government Code ~~230 and 230.1 allow~~12945.8, as added by AB 2499, authorizes, subject to any applicable collective bargaining agreement, employees who are victims of domestic violence, sexual assault, ~~or~~ stalking, or other qualifying acts of violence, including employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime, to use available leave, including vacation, personal leave, paid sick leave, or compensatory time off, for the purposes of (1) obtaining or attempting to obtain relief (e.g., a temporary restraining order, restraining order, or injunctive relief) to protect the health, safety, or welfare of the employee or the employee's child~~;~~ or family of the employee, (2) seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by ~~the crime or abuse;~~a qualifying act of violence, (3) seeking, obtaining, or assisting a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency~~;~~ as a result of a qualifying act of violence, (4) seeking, obtaining, or assisting a family member to seek or obtain psychological counseling or mental health services related to an experience of ~~crime or abuse; and/or~~a qualifying act of violence, (5) participating in safety planning ~~and~~or taking other actions to increase safety from future ~~crime or abuse~~qualifying acts of violence, (6) relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, securing temporary or permanent ~~relocation. As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees~~housing or enrolling children in a new school or child care, (7) providing care to a family

member who ~~are victims of a crime that~~is recovering from injuries caused ~~physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime.~~ ~~See~~by a qualifying act of violence, (8) seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence, (9) preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence, or (10) seeking, obtaining, or providing child care or care to a care-dependent adult if the child care or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

For more information regarding leaves, see BP/AR 4161/4261/4361 – Leaves, AR 4161.1/4361.1 – Personal Illness/Injury Leave, 4261.1 – Personal Illness/Injury Leave, AR 4161.2/4261.2/4361.2 - Personal Leaves, and AR 4161.8/4261.8/4361.8 – Family Care and Medical Leave.

When requested by an employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking, or other qualifying acts of violence, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: ~~(Labor Code 230~~, but not limited to: (Government Code 12945.8)

1. A transfer, reassignment, or modified schedule

2. A changed work telephone or work station, including the permission to carry a telephone at work

3. An installed lock

4. Assistance in documenting domestic violence, sexual assault, stalking, or other ~~crime~~qualifying act of violence that occurs in the workplace

5. Referral to a victim assistance organization

6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other ~~crime~~qualifying act of violence

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee. ~~(Labor Code 230~~ or their family member. (Government Code 12945.8)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, ~~or~~ stalking. , or other qualifying act of violence. Such certification may include: (~~Labor~~Government Code ~~230~~12945.8)

1. A police report indicating that the employee, or a family member of the employee, was a victim

2. A court order protecting or separating the employee, or family member of the employee, from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court

3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee, or family member of the employee, was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee, or a family member of the employee, as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (~~Labor~~Government Code ~~230~~12945.8)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, ~~or~~ stalking, other specified offense, or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. ~~(Labor Code 230)~~

~~The district shall not~~If a new accommodation is needed, the Superintendent or designee shall follow the procedures described above when making the initial determination regarding effective reasonable accommodations. (Government Code 12945.8)

The district shall not discharge or retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (~~Labor~~Government Code ~~230~~12945.8)

Use of Pepper Spray

CSBA NOTE: The following optional section may be revised to reflect district practice. See the accompanying Board policy for further information and the Board's determination to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities. It is recommended that districts allowing employees to carry pepper spray consult CSBA's District and County Office of Education Legal Services or district counsel regarding potential liability related to an employee's possession of pepper spray.

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need ~~for the~~ to carry or possess

pepper spray and for how long the need is anticipated to last. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810.

2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

   Negligent storage or use of the pepper spray may subject the employee to disciplinary action.

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Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	Weapons on school grounds and other school crimes
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Limited exception to juvenile court record
W&I Code 828.1	District police or security department; disclosure of juvenile records

Federal	**Description**
Executive Order 14127	Combating Emerging Firearms Threats and Improving School-Based Active Shooter Drills, September 2024 (https://www.federalregister.gov/documents/2024/10/02/2024-22938/combating-emerging-firearms-threats-and-improving-school-based-active-shooter-drills)

Management Resources	**Description**

Court Decision	City of San Jose v. William Garbett (2010) 190 Cal. App. 4th 526
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.7	Firearms On School Grounds
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4131	Staff Development

4140	Bargaining Units
4156.3	Employee Property Reimbursement
4157	Employee Safety
4157	Employee Safety
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.8	Family Care and Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4240	Bargaining Units
4256.3	Employee Property Reimbursement
4257	Employee Safety
4257	Employee Safety
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.8	Family Care and Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4331	Staff Development
4340	Bargaining Units
4356.3	Employee Property Reimbursement
4357	Employee Safety

4357	Employee Safety
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.8	Family Care and Medical Leave
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

Policy 4251: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 | **Last Revised Date:** ~~09~~03/01/~~2023~~2025 | **Last Reviewed Date:** ~~09~~03/01/~~2023~~2025

CSBA NOTE: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following optional policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package ~~which~~that includes salaries and health and welfare benefits.

CSBA NOTE: Education Code 45023 and 45162 require the Governing Board to adopt salary schedules for certificated and classified employees, respectively. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule for classified employees to the Board for approval and that the Board may not amend the schedule without first giving the commission ~~an~~a reasonable opportunity to respond to the amendments.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel~~. These schedules shall~~ that comply with law and applicable collective bargaining agreements ~~and shall be printed and made available for review at the district office.~~. (Education Code 45022, ~~45023,~~ 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The salary schedules adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

CSBA NOTE: Pursuant to Education Code 42238.016, as added by AB 938 (Ch. 345, Statutes of 2024), districts are required, beginning January 31, 2026, to annually complete the Salary and Benefit Schedule for Bargaining Units (Form J-90), for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education.

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and

certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

CSBA NOTE: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. ~~The~~Additionally, the Board may ~~also~~ choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments over the year~~.~~ instead of by the school month. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, regardless of whether the employees are actually engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.

~~Additionally~~In addition, pursuant to Education Code 45500, districts may participate in the Classified School Employee Summer Assistance Program whereby eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments.

Education Code 45048 and 45165 provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.

The following paragraph may be revised to reflect the payroll schedule determined by the Board~~.~~ or as provided for in any applicable collective bargaining agreement.

~~The Board~~ Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall ~~determine the~~be paid (*insert frequency*) and ~~schedule of salary~~ in _____equal payments~~, including whether payments for employees who work less than 12 months per year will be made~~ over the ~~course of the school year or in equal installments over the calendar year.~~ year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

~~CSBA NOTE: According to Office of Management and Budget Memorandum M-20-17, during extraordinary circumstances, such as a pandemic, which interrupt district operations, employees paid with federal grant funds can continue to be paid out of federal grant funds as long as other similarly situated employees paid with nonfederal funds are continuing to get compensated. The following optional paragraph establishes such emergency contingencies so that the Board may continue to provide employee compensation during such times.~~

~~In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.~~

CSBA NOTE: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (FLSA) (29 USC 201-219) in a conspicuous place at

all work sites. The poster that must be used by state and local governments is available on the website of the U.S. Department of Labor's Wage and Hour Division.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

CSBA NOTE: Pursuant to the FLSA (29 CFR 553.20) and Education Code 45128, districts are required to pay employees who are not specifically exempted by law, including classified employees in both merit and non-merit system districts, ~~must receive~~ overtime pay or compensatory time off at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of eight hours in any one day and/or in excess of 40 hours per calendar week. However, if the Board has established a work day of less than eight hours but at least seven hours, and a work week of less than 40 hours but at least 35 hours, all time worked in excess of the established work schedule must be deemed overtime.

Pursuant to Education Code 45130, districts are not required to pay overtime for any classified positions established by the Board, or by the personnel commission in a merit system district, as supervisory, administrative, or executive. In approving positions for exclusion from the overtime provisions, the Board or personnel commission must certify in writing that the duties, flexibility of hours, salary, benefit structure, and authority of the positions are of such a nature that they should be set apart from those positions which are subject to the overtime provisions; see BP/AR 4300 - Administrative and Supervisory Personnel. However, Education Code 45130 ~~requires~~provides that, if a classified employee in an exempt position is required to work on a holiday designated in law or by the Board, the employee ~~must~~is required to be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay~~.~~

~~Overtime pay requirements are also~~; see BP/AR 6115 - Ceremonies and Observances for more information regarding holidays designated in law or by the Board.

Additionally, overtime pay requirements are not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that, to be exempt from overtime rules, administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school.

Labor Code provisions are not applicable to school districts unless specifically provided for in law. For example, in *Johnson v. Arvin-Edison Water Storage District*, the appellate court held in part that Labor Code 510, which provides for overtime compensation including that an employee who works in excess of 12 hours in one day or eight hours on the seventh consecutive day of a workweek is entitled to twice the regular rate of pay, does not apply to public agencies, including school districts.

Due to the complex interactions between federal law and state law, as well as between different state law provisions and classes of employees, it is recommended that districts consult CSBA's

District and County Office of Education Legal Services or district legal counsel regarding employee overtime compensation, as necessary.

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week~~, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.~~. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.~~0~~204, 541.~~710~~303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

CSBA NOTE: The following optional paragraph is for use by districts that allow employees to take compensatory time off in lieu of overtime compensation as authorized by 29 USC 207 and 29 CFR 553.20-553.25. Time off in lieu of overtime compensation is allowed only if provided for in a collective bargaining agreement or other agreement and must be provided at the rate of at least one and one-half hours for each hour of overtime work.

Pursuant to 29 CFR 553.21, an employee must be allowed to use earned compensatory time within a "reasonable period" after making the request. 29 CFR 553.25 provides that a "reasonable period" is determined on a case-by-case basis by considering customary work practices such as the normal work schedule, anticipated peak workloads based on past experience, emergency requirements for staff and services, and the availability of qualified substitute staff. Education Code 45129 provides that the compensatory time off must be used within 12 calendar months.

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months ~~after making the request~~following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

CSBA NOTE: Education Code 44042.5~~, as added by AB 185 (Ch. 571, Statutes of 2022) and amended by SB 114 (Ch. 48, Statutes of 2023),~~ requires districts to follow the process specified below when a wage overpayment is made to a district employee. If the provisions of this section are in conflict with a collective bargaining agreement or a memorandum of understanding that was in effect on July 31, 2022, such agreements shall be controlling until the expiration or renewal of such

agreements. ~~The~~It is recommended that the district ~~should~~ consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific wage overpayments.

If, following the determination of an overpayment, the employee disputes the existence or amount of the overpayment, the district ~~shall~~is required to first initiate legal action and obtain a court order or binding arbitration decision validating the overpayment amount. Binding arbitration may only apply to such overpayment disputes if a memorandum of understanding between the district and exclusive representative sets forth procedures for adjudicating such wage overpayment disputes that meet the minimum requirements set forth in Education Code 44042.5.

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district ~~shall, with board approval, initiate a legal action to~~may only recover the overpayment~~.~~ after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district ~~shall, with Board approval,~~may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 42238.016	Salary and Benefit Schedule for the Bargaining Units (Form J-90
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries for certificated employees
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549.3	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Lab. Code 510	Overtime Compensation

Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act

29 USC 213	Exemptions from minimum wage and overtime requirements

Management Resources	**Description**
Court Decision	Flores v. City of San Gabriel (9th Cir., 2016) 824 F.3d 890
~~Office of Management and Budget Publication~~	~~Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by COVID-19 due to Loss of Operations, Memo M-20-17, March 19, 2020~~
Court Decision	Johnson v. Arvin-Edison Water Storage District (2009) 174 Cal.App.4th 729
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA
Website	California Department of Education (https://www.cde.ca.gov/)

Cross References

Code	**Description**
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement

4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
6115	Ceremonies and Observances

Policy 4258: Employee Security

Status: ADOPTED

Original Adopted Date: 07/01/2001 | **Last Revised Date:** ~~06~~03/01/~~2021~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2021~~2025

CSBA NOTE: Pursuant to Government Code 3543.2, safety conditions in employment are a mandatory subject of collective bargaining. The following Board policy and accompanying administrative regulation may be revised to reflect district practice and the terms of the district's collective bargaining agreements.

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with ~~AR~~Administrative Regulation 3515.2 - Disruptions.

CSBA NOTE: Code of Civil Procedure 527.8 ~~allows the district~~ authorizes districts to seek a temporary restraining order ~~and injunction~~(TRO) on behalf of ~~an employee against any other individual~~employees who ~~has~~have been subjected ~~the employee~~ to harassment, unlawful violence, or a credible threat of violence in the workplace. ~~In City~~A collective bargaining representative may also seek a TRO on behalf of ~~San Jose v. William Garbett, a California Court of Appeal held~~a district employee if the collective bargaining representative serves that a ~~court's issuance of~~ employee in employment or labor matters at the employee's workplace. Before filing a ~~temporary restraining order and injunction against~~petition for a ~~person~~TRO, the district or collective bargaining representative is required to provide the employee who ~~had verbally threatened~~suffered unlawful violence or a ~~city official was~~credible threat of violence an opportunity to decline to be named in the TRO. If such a denial occurs, the district or collective bargaining representative is not a ~~violation of that person's right to free speech and right of access to~~ prohibited from seeking a ~~public place.~~
TRO on behalf of other employees at the workplace, and, if appropriate, other employees at other workplaces in the district.

Pursuant to Penal Code 18150 and 18170, a gun violence restraining order prohibiting a person from owning, having custody or control of, purchasing, possessing, or receiving a firearm or ammunition may be petitioned by that person's employer, a coworker who has had substantial and regular interactions with the person for at least one year and has the employer's approval, or an employee or teacher of a secondary school that the person has attended in the past six months if the employee or teacher has obtained the approval or a school administrator or designee.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO)

on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with ~~Labor~~Government Code ~~230-230.1~~12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

CSBA NOTE: Pursuant to Education Code 48904 and 48905, an employee who is injured or whose property is damaged by willful misconduct of a district student under the conditions described below may request that the district pursue legal action against the student or the student's parent/guardian. ~~See~~For more information regarding recovery for damages when an employee is injured or whose property is damaged by the willful misconduct of a district student, see BP 3515.4 - Recovery for Property Loss or Damage and AR 5125.2 - Withholding Grades, Diploma or Transcripts. ~~The~~It is recommended that the district ~~should~~ consult CSBA's District and County Office of Education Legal Services or district legal counsel when considering whether to pursue legal action.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

CSBA NOTE: Pursuant to Education Code 32289.6, as added by AB 1858 (Ch. 530, Statutes of 2024), on or before June 15, 2025, the California Department of Education is required to curate and post on its website best practices pertaining to school shooter or other armed assailant drills, with which districts are encouraged to comply.

Additionally, the 2024, "Executive Order on Combating Emerging Firearms Threats and Improving School-Based Active-Shooter Drills," 89 Fed. Reg. 80345, establishes an interagency Emerging Firearms Threats Task Force and requires the Secretary of Education and the Secretary of Homeland Security to release guidance related to school-based active-shooter drills for schools.

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not

limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Penal Code 22810 authorizes adults, with certain exceptions, to carry an approved tear gas weapon such as pepper spray for purposes of self-defense. Penal Code 626.9 and 626.10, which prohibit the possession of weapons on school grounds, do not prohibit the possession of pepper spray on school grounds. Thus, the Governing Board may determine whether to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities. See the accompanying administrative regulation for related procedures. It is recommended that districts allowing employees to carry pepper spray consult CSBA's District and County Office of Education Legal Services or district counsel regarding potential liability related to an employee's possession of pepper spray and revise the corresponding regulation accordingly.

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative ~~regulations~~regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

CSBA NOTE: The following ~~optional~~ section ~~specifies actions to be taken in the event an employee becomes aware of any person who is in possession of an injurious object, and~~ is consistent with the actions described in AR 5131.7 - Weapons and Dangerous Instruments related to student possession.

Pursuant to Education Code 49334, a school employee who initially notifies law enforcement regarding a student or adult who is in possession of an injurious object while on school grounds or under the authority of school personnel cannot be subject to any civil or administrative proceeding, including disciplinary action, for violation of any district policy or procedure related to the notification of a law enforcement agency. Education Code 49334 requires such an employee to conform with district procedures after exercising the option to notify a law enforcement agency.

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on ~~school grounds~~district property or at a ~~school-~~district related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and ~~shall~~ do one of the following:

1. Confiscate the object and deliver it to the principal immediately

2. Immediately notify the principal or supervisor, who shall take appropriate action

3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

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State	Description
Civ. Code 51.7	Freedom from violence or intimidation
Code of Civil Procedure 527.8	Workplace violence safety
Ed. Code 32210-32212	Willful disturbance; public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by ~~pupil~~student against school employee
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 49079	Notification to teacher; student who has engaged in acts ~~re:~~ regarding grounds for suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 12926	Definitions
Gov. Code 12945.8	Employee accommodations for domestic violence, sexual assault, stalking, and other qualifying acts of violence
Gov. Code 3543.2	Scope of representation
Gov. Code 995-996.4	Defense of public employees
~~Lab. Code 230-230.2~~	~~Leaves for victims of domestic violence, sexual assault or specified felonies~~
Pen. Code 18150	Gun violence restraining orders

Pen. Code 18170	Gun violence restraining order issued after notice and hearing
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	Weapons on school grounds and other school crimes
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Limited exception to juvenile court record
W&I Code 828.1	District police or security department; disclosure of juvenile records

Federal	Description
Executive Order 14127	Combating Emerging Firearms Threats and Improving School-Based Active Shooter Drills, September 2024 (https://www.federalregister.gov/documents/2024/10/02/2024-22938/combating-emerging-firearms-threats-and-improving-school-based-active-shooter-drills)

Management Resources	Description
Court Decision	City of San Jose v. William Garbett (2010) 190 Cal. App. 4th 526
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility

3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
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3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.7	Firearms On School Grounds
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
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4140	Bargaining Units
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4357	Employee Safety
4357	Employee Safety
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.8	Family Care and Medical Leave
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131.4	Student Disturbances
5131.4	Student Disturbances

5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

Regulation 4258: Employee Security

Status: ADOPTED

Original Adopted Date: 11/01/2000 | **Last Revised Date:** ~~06~~03/01/~~2021~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2021~~2025

CSBA NOTE: In order to help ensure the safety of students and staff, Education Code 32282 requires schools to include in their comprehensive safety plans procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school. For more information regarding comprehensive safety plans, see BP/AR 0450 - Comprehensive Safety Plan.

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

CSBA NOTE: Pursuant to Education Code 44014, it is the duty of an employee and the employee's immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Compliance with district procedures related to reporting incidents, as specified in the paragraph below, does not exempt an employee or supervisor from the duty to make a report to law enforcement. Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for doing so.

Although the law only requires employees to report attacks, assaults, or physical threats made by students, the district may revise the following paragraph to require employees to report any attack, assault, or physical threat made against them by any other individual on school grounds.

The following paragraph relates to the reporting by an employee of an attack, assault, or physical threat, as well as any action taken in response, and should be modified to reflect district practice and to ensure consistency with the district's comprehensive safety plan.

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response. ~~Reports of an attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.~~

~~CSBA NOTE: Pursuant to Education Code 44014, it is the duty of an employee and the employee's immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Compliance with district procedures related to reporting incidents, as specified in the paragraph above, does not exempt an employee or supervisor from the duty to make a report to law enforcement. Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for doing so.~~

~~Although the law only requires employees to report attacks, assaults, or threats made by students, the district may revise the following paragraph to require employees to report any attack, assault, or threat made against them by any other individual on school grounds.~~

~~In addition~~Additionally, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. Reports of an attack, assault, or physical threat shall be forwarded immediately to the Superintendent or designee. (Education Code 44014)

Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

CSBA NOTE: Education Code 49079 requires the district to inform teachers of students who have committed specified acts that constitute grounds for suspension or expulsion. ~~School district~~ District officers or employees who knowingly fail to provide this information are guilty of a misdemeanor punishable by a fine and/or imprisonment.

a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in ~~AR~~Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process~~.~~ (Education Code 49079)

_____This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

CSBA NOTE: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below; see AR 5125 - Student Records. Once the record is received, the Superintendent or designee ~~must~~is required to inform the student's teacher(s) of the acts as specified below.

b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former district and of the act that resulted in the suspension or expulsion~~.~~ (Education Code 48201)

c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher~~.~~ (Education Code 48201, 49079)

2. Offenses Reported to the District by a Court

CSBA NOTE: Welfare and Institutions Code 827 requires a court, within seven days, to provide written notification to the Superintendent when a minor student has been found by the court to have committed a felony or misdemeanor involving specified offenses. Upon receiving such notification, the Superintendent ~~must~~is required to notify certain counselors, teachers, and administrators, as described in ~~item~~Item #2.

~~In addition~~Additionally, Welfare and Institutions Code 828.1 specifies that a ~~school~~ district police or security department may provide written notification to the Superintendent when a minor student has been found by a court to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence. In such cases, the information may be transmitted to a teacher, counselor, or administrator with direct supervisorial or disciplinary responsibility over the student, and such information ~~must~~is required to be received in confidence for the limited purpose for which it was provided. Districts that maintain their own police or security department may expand the following item to authorize the department to notify the Superintendent of such offenses.

a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal~~.~~ or designee (Welfare and Institutions Code 827)

b. The principal or designee shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information in order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability~~.~~ (Welfare and Institutions Code 827)

c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff~~.~~ (Welfare and Institutions Code 827)

_____The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

d. When a student is removed from school as a result of an offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district~~.~~ (Welfare and Institutions Code 827)

_____If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Intentional violation of the confidentiality provisions of Welfare and Institutions Code 827 is a misdemeanor punishable by a fine.

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

Accommodations for Victims of Domestic Violence, Sexual Assault, ~~or~~ Stalking, or Other Qualifying Acts of Violence

CSBA NOTE: Pursuant to ~~Labor~~Government Code ~~230,~~12945.8, as added by AB 2499 (Ch. 967, Statutes of 2024), the district is required to provide reasonable accommodations ~~at work, upon request,~~ to an employee who is a victim, or whose family member is a victim, of domestic violence, sexual assault, ~~or~~ stalking. ~~.~~ , and other qualifying acts of violence.

The district is not required to provide reasonable accommodations to an employee who has not disclosed the employee's status, or family member's status, as a victim of domestic violence, sexual assault, ~~or~~ stalking, or other qualifying acts of violence specified in Government Code 12945.8, nor to undertake an action that constitutes an undue hardship, as defined by Government Code 12926.

~~In addition, Labor~~Government Code ~~230 and 230.1 allow~~12945.8, as added by AB 2499, authorizes, subject to any applicable collective bargaining agreement, employees who are victims of domestic violence, sexual assault, ~~or~~ stalking, or other qualifying acts of violence, including employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime, to use available leave, including vacation, personal leave, paid sick leave, or compensatory time off, for the purposes of (1) obtaining or attempting to obtain relief (e.g., a temporary restraining order, restraining order, or injunctive relief) to protect the health, safety, or welfare of the employee or the employee's child~~;~~ or family of the employee, (2) seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by ~~the crime or abuse;~~a qualifying act of violence, (3) seeking, obtaining, or assisting a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency~~;~~ as a result of a qualifying act of violence, (4) seeking, obtaining, or assisting a family member to seek or obtain psychological counseling or mental health services related to an experience of ~~crime or abuse; and/or~~a qualifying act of violence, (5) participating in safety planning ~~and~~or taking other actions to increase safety from future ~~crime or abuse~~qualifying acts of violence, (6) relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, securing temporary or permanent ~~relocation. As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees~~housing or enrolling children in a new school or child care, (7) providing care to a family

member who ~~are victims of a crime that~~is recovering from injuries caused ~~physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime.~~ ~~See~~by a qualifying act of violence, (8) seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence, (9) preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence, or (10) seeking, obtaining, or providing child care or care to a care-dependent adult if the child care or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

For more information regarding leaves, see BP/AR 4161/4261/4361 – Leaves, AR 4161.1/4361.1 – Personal Illness/Injury Leave, 4261.1 – Personal Illness/Injury Leave, AR 4161.2/4261.2/4361.2 - Personal Leaves, and AR 4161.8/4261.8/4361.8 – Family Care and Medical Leave.

When requested by an employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking, or other qualifying acts of violence, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: ~~(Labor Code 230~~, but not limited to: (Government Code 12945.8)

1. A transfer, reassignment, or modified schedule

2. A changed work telephone or work station, including the permission to carry a telephone at work

3. An installed lock

4. Assistance in documenting domestic violence, sexual assault, stalking, or other ~~crime~~qualifying act of violence that occurs in the workplace

5. Referral to a victim assistance organization

6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other ~~crime~~qualifying act of violence

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee~~.~~ ~~(Labor Code 230~~ or their family member. (Government Code 12945.8)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, ~~or~~ stalking~~.~~ , or other qualifying act of violence. Such certification may include: (~~Labor~~Government Code ~~230~~12945.8)

1. A police report indicating that the employee, or a family member of the employee, was a victim

2. A court order protecting or separating the employee, or family member of the employee, from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court

3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee, or family member of the employee, was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee, or a family member of the employee, as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (~~Labor~~Government Code ~~230~~12945.8)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, ~~or~~ stalking, other specified offense, or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. ~~(Labor Code 230)~~

~~The district shall not~~If a new accommodation is needed, the Superintendent or designee shall follow the procedures described above when making the initial determination regarding effective reasonable accommodations. (Government Code 12945.8)

The district shall not discharge or retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (~~Labor~~Government Code ~~230~~12945.8)

Use of Pepper Spray

CSBA NOTE: The following optional section may be revised to reflect district practice. See the accompanying Board policy for further information and the Board's determination to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities. It is recommended that districts allowing employees to carry pepper spray consult CSBA's District and County Office of Education Legal Services or district counsel regarding potential liability related to an employee's possession of pepper spray.

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need ~~for the~~ to carry or possess

pepper spray and for how long the need is anticipated to last. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810.

2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

   Negligent storage or use of the pepper spray may subject the employee to disciplinary action.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	**Description**
Civ. Code 51.7	Freedom from violence or intimidation
Code of Civil Procedure 527.8	Workplace violence safety
Ed. Code 32210-32212	Willful disturbance; public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by pupilstudent against school employee
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48900-48926	Suspension and expulsion

Ed. Code 49079	Notification to teacher; student who has engaged in acts ~~re:~~ regarding grounds for suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 12926	Definitions
Gov. Code 12945.8	Employee accommodations for domestic violence, sexual assault, stalking, and other qualifying acts of violence
Gov. Code 3543.2	Scope of representation
Gov. Code 995-996.4	Defense of public employees
~~Lab. Code 230-230.2~~	~~Leaves for victims of domestic violence, sexual assault or specified felonies~~
Pen. Code 18150	Gun violence restraining orders
Pen. Code 18170	Gun violence restraining order issued after notice and hearing
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	Weapons on school grounds and other school crimes
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Limited exception to juvenile court record
W&I Code 828.1	District police or security department; disclosure of juvenile records

Federal	**Description**
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5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

Policy 4351: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/01/1997 | **Last Revised Date:** ~~09~~03/01/~~2023~~2025 | **Last Reviewed Date:** ~~09~~03/01/~~2023~~2025

CSBA NOTE: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following optional policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package ~~which~~that includes salaries and health and welfare benefits.

CSBA NOTE: Education Code 45023 and 45162 require the Governing Board to adopt salary schedules for certificated and classified employees, respectively. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule for classified employees to the Board for approval and that the Board may not amend the schedule without first giving the commission ~~an~~a reasonable opportunity to respond to the amendments.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel~~. These schedules shall~~ that comply with law and applicable collective bargaining agreements ~~and shall be printed and made available for review at the district office.~~ (Education Code 45022, ~~45023,~~ 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The salary schedules adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

CSBA NOTE: Pursuant to Education Code 42238.016, as added by AB 938 (Ch. 345, Statutes of 2024), districts are required, beginning January 31, 2026, to annually complete the Salary and Benefit Schedule for Bargaining Units (Form J-90), for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education.

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and

certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

CSBA NOTE: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. ~~The~~Additionally, the Board may ~~also~~ choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments over the year~~.~~ instead of by the school month. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, regardless of whether the employees are actually engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.

~~Additionally~~In addition, pursuant to Education Code 45500, districts may participate in the Classified School Employee Summer Assistance Program whereby eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments.

Education Code 45048 and 45165 provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.

The following paragraph may be revised to reflect the payroll schedule determined by the Board~~.~~ or as provided for in any applicable collective bargaining agreement.

~~The Board~~ Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall ~~determine the~~be paid (*insert frequency*) and ~~schedule of salary~~ in _____equal payments~~, including whether payments for employees who work less than 12 months per year will be made~~ over the ~~course of the school year or in equal installments over the calendar year.~~ year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

~~CSBA NOTE: According to Office of Management and Budget Memorandum M-20-17, during extraordinary circumstances, such as a pandemic, which interrupt district operations, employees paid with federal grant funds can continue to be paid out of federal grant funds as long as other similarly situated employees paid with nonfederal funds are continuing to get compensated. The following optional paragraph establishes such emergency contingencies so that the Board may continue to provide employee compensation during such times.~~

~~In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.~~

CSBA NOTE: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (FLSA) (29 USC 201-219) in a conspicuous place at

all work sites. The poster that must be used by state and local governments is available on the website of the U.S. Department of Labor's Wage and Hour Division.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

CSBA NOTE: Pursuant to the FLSA (29 CFR 553.20) and Education Code 45128, districts are required to pay employees who are not specifically exempted by law, including classified employees in both merit and non-merit system districts, ~~must receive~~ overtime pay or compensatory time off at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of eight hours in any one day and/or in excess of 40 hours per calendar week. However, if the Board has established a work day of less than eight hours but at least seven hours, and a work week of less than 40 hours but at least 35 hours, all time worked in excess of the established work schedule must be deemed overtime.

Pursuant to Education Code 45130, districts are not required to pay overtime for any classified positions established by the Board, or by the personnel commission in a merit system district, as supervisory, administrative, or executive. In approving positions for exclusion from the overtime provisions, the Board or personnel commission must certify in writing that the duties, flexibility of hours, salary, benefit structure, and authority of the positions are of such a nature that they should be set apart from those positions which are subject to the overtime provisions; see BP/AR 4300 - Administrative and Supervisory Personnel. However, Education Code 45130 ~~requires~~provides that, if a classified employee in an exempt position is required to work on a holiday designated in law or by the Board, the employee ~~must~~is required to be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay.

~~Overtime pay requirements are also~~; see BP/AR 6115 - Ceremonies and Observances for more information regarding holidays designated in law or by the Board.

Additionally, overtime pay requirements are not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that, to be exempt from overtime rules, administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school.

Labor Code provisions are not applicable to school districts unless specifically provided for in law. For example, in *Johnson v. Arvin-Edison Water Storage District*, the appellate court held in part that Labor Code 510, which provides for overtime compensation including that an employee who works in excess of 12 hours in one day or eight hours on the seventh consecutive day of a workweek is entitled to twice the regular rate of pay, does not apply to public agencies, including school districts.

Due to the complex interactions between federal law and state law, as well as between different state law provisions and classes of employees, it is recommended that districts consult CSBA's

District and County Office of Education Legal Services or district legal counsel regarding employee overtime compensation, as necessary.

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week~~, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.~~. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.~~0~~ 204, 541.~~710~~303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

CSBA NOTE: The following optional paragraph is for use by districts that allow employees to take compensatory time off in lieu of overtime compensation as authorized by 29 USC 207 and 29 CFR 553.20-553.25. Time off in lieu of overtime compensation is allowed only if provided for in a collective bargaining agreement or other agreement and must be provided at the rate of at least one and one-half hours for each hour of overtime work.

Pursuant to 29 CFR 553.21, an employee must be allowed to use earned compensatory time within a "reasonable period" after making the request. 29 CFR 553.25 provides that a "reasonable period" is determined on a case-by-case basis by considering customary work practices such as the normal work schedule, anticipated peak workloads based on past experience, emergency requirements for staff and services, and the availability of qualified substitute staff. Education Code 45129 provides that the compensatory time off must be used within 12 calendar months.

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months ~~after making the request~~following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

CSBA NOTE: Education Code 44042.5~~, as added by AB 185 (Ch. 571, Statutes of 2022) and amended by SB 114 (Ch. 48, Statutes of 2023),~~ requires districts to follow the process specified below when a wage overpayment is made to a district employee. If the provisions of this section are in conflict with a collective bargaining agreement or a memorandum of understanding that was in effect on July 31, 2022, such agreements shall be controlling until the expiration or renewal of such

agreements. ~~The~~It is recommended that the district ~~should~~ consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific wage overpayments.

If, following the determination of an overpayment, the employee disputes the existence or amount of the overpayment, the district ~~shall~~is required to first initiate legal action and obtain a court order or binding arbitration decision validating the overpayment amount. Binding arbitration may only apply to such overpayment disputes if a memorandum of understanding between the district and exclusive representative sets forth procedures for adjudicating such wage overpayment disputes that meet the minimum requirements set forth in Education Code 44042.5.

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district ~~shall, with board approval, initiate a legal action to~~may only recover the overpayment~~.~~ after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district ~~shall, with Board approval,~~may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 11040	Wages and hours; definitions of administrative, executive, and professional employees
Ed. Code 42238.016	Salary and Benefit Schedule for the Bargaining Units (Form J-90
Ed. Code 44042.5	Wage overpayment
Ed. Code 45022-45061.5	Salaries for certificated employees
Ed. Code 45023	Availability of salary schedule
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 45127-45133.5	Classified employees; work week; overtime provisions
Ed. Code 45160-45169	Salaries for classified employees
Ed. Code 45268	Salary schedule for classified service in merit system districts
Ed. Code 45500	Classified School Employee Summer Assistance Program
Gov. Code 3540-3549.3	Meeting and negotiating
Gov. Code 3543.2	Scope of representation
Gov. Code 3543.7	Duty to meet and negotiate in good faith
Lab. Code 226	Employee access to payroll records
Lab. Code 232	Disclosure of wages
Lab. Code 510	Overtime Compensation

Federal	Description
26 CFR 1.409A-1	Definitions and covered plans
26 USC 409A	Deferred compensation plans
29 CFR 516.4	Notice of minimum wage and overtime provisions
29 CFR 516.5-516.6	Records
29 CFR 541.0-541.710	Exemptions for executive, administrative, and professional employees
29 CFR 553.1-553.51	Fair Labor Standards Act; applicability to public agencies
29 USC 201-219	Fair Labor Standards Act
29 USC 203	Definitions
29 USC 207	Fair Labor Standards Act

29 USC 213	Exemptions from minimum wage and overtime requirements

Management Resources	**Description**
Court Decision	Flores v. City of San Gabriel (9th Cir., 2016) 824 F.3d 890
~~Office of Management and Budget Publication~~	~~Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by COVID-19 due to Loss of Operations, Memo M-20-17, March 19, 2020~~
Court Decision	Johnson v. Arvin-Edison Water Storage District (2009) 174 Cal.App.4th 729
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Labor, Wage and Hour Division
Website	Internal Revenue Service
Website	School Services of California, Inc.
Website	CSBA
Website	California Department of Education (https://www.cde.ca.gov/)

Cross References

Code	**Description**
3100	Budget
3100	Budget
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3580	District Records
3580	District Records
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.6	Personnel Files
4113.5	Working Remotely
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141	Collective Bargaining Agreement

4143	Negotiations/Consultation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4213.5	Working Remotely
4240	Bargaining Units
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4312.6	Personnel Files
4313.5	Working Remotely
4340	Bargaining Units
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
6115	Ceremonies and Observances

Policy 4358: Employee Security

Status: ADOPTED

Original Adopted Date: 07/01/2001 | **Last Revised Date:** ~~06~~03/01/~~2021~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2021~~2025

CSBA NOTE: Pursuant to Government Code 3543.2, safety conditions in employment are a mandatory subject of collective bargaining. The following Board policy and accompanying administrative regulation may be revised to reflect district practice and the terms of the district's collective bargaining agreements.

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with ~~AR~~Administrative Regulation 3515.2 - Disruptions.

CSBA NOTE: Code of Civil Procedure 527.8 ~~allows the district~~ authorizes districts to seek a temporary restraining order ~~and injunction~~(TRO) on behalf of ~~an employee against any other individual~~employees who ~~has~~have been subjected ~~the employee~~ to harassment, unlawful violence, or a credible threat of violence in the workplace. ~~In City~~A collective bargaining representative may also seek a TRO on behalf of ~~San Jose v. William Garbett, a California Court of Appeal held~~a district employee if the collective bargaining representative serves that ~~a court's issuance of~~ employee in employment or labor matters at the employee's workplace. Before filing a ~~temporary restraining order and injunction against~~petition for a ~~person~~TRO, the district or collective bargaining representative is required to provide the employee who ~~had verbally threatened~~suffered unlawful violence or a ~~city official was~~credible threat of violence an opportunity to decline to be named in the TRO. If such a denial occurs, the district or collective bargaining representative is not ~~a violation of that person's right to free speech and right of access to~~ prohibited from seeking a ~~public place.~~
TRO on behalf of other employees at the workplace, and, if appropriate, other employees at other workplaces in the district.

Pursuant to Penal Code 18150 and 18170, a gun violence restraining order prohibiting a person from owning, having custody or control of, purchasing, possessing, or receiving a firearm or ammunition may be petitioned by that person's employer, a coworker who has had substantial and regular interactions with the person for at least one year and has the employer's approval, or an employee or teacher of a secondary school that the person has attended in the past six months if the employee or teacher has obtained the approval or a school administrator or designee.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO)

on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with ~~Labor~~Government Code ~~230-230.1~~12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

CSBA NOTE: Pursuant to Education Code 48904 and 48905, an employee who is injured or whose property is damaged by willful misconduct of a district student under the conditions described below may request that the district pursue legal action against the student or the student's parent/guardian. ~~See~~For more information regarding recovery for damages when an employee is injured or whose property is damaged by the willful misconduct of a district student, see BP 3515.4 - Recovery for Property Loss or Damage and AR 5125.2 - Withholding Grades, Diploma or Transcripts. ~~The~~It is recommended that the district ~~should~~ consult CSBA's District and County Office of Education Legal Services or district legal counsel when considering whether to pursue legal action.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

CSBA NOTE: Pursuant to Education Code 32289.6, as added by AB 1858 (Ch. 530, Statutes of 2024), on or before June 15, 2025, the California Department of Education is required to curate and post on its website best practices pertaining to school shooter or other armed assailant drills, with which districts are encouraged to comply.

Additionally, the 2024, "Executive Order on Combating Emerging Firearms Threats and Improving School-Based Active-Shooter Drills," 89 Fed. Reg. 80345, establishes an interagency Emerging Firearms Threats Task Force and requires the Secretary of Education and the Secretary of Homeland Security to release guidance related to school-based active-shooter drills for schools.

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not

limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Penal Code 22810 authorizes adults, with certain exceptions, to carry an approved tear gas weapon such as pepper spray for purposes of self-defense. Penal Code 626.9 and 626.10, which prohibit the possession of weapons on school grounds, do not prohibit the possession of pepper spray on school grounds. Thus, the Governing Board may determine whether to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities. See the accompanying administrative regulation for related procedures. It is recommended that districts allowing employees to carry pepper spray consult CSBA's District and County Office of Education Legal Services or district counsel regarding potential liability related to an employee's possession of pepper spray and revise the corresponding regulation accordingly.

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative ~~regulations~~regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

CSBA NOTE: The following ~~optional~~ section ~~specifies actions to be taken in the event an employee becomes aware of any person who is in possession of an injurious object, and~~ is consistent with the actions described in AR 5131.7 - Weapons and Dangerous Instruments related to student possession.

Pursuant to Education Code 49334, a school employee who initially notifies law enforcement regarding a student or adult who is in possession of an injurious object while on school grounds or under the authority of school personnel cannot be subject to any civil or administrative proceeding, including disciplinary action, for violation of any district policy or procedure related to the notification of a law enforcement agency. Education Code 49334 requires such an employee to conform with district procedures after exercising the option to notify a law enforcement agency.

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on ~~school grounds~~district property or at a ~~school-~~district related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and ~~shall~~ do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

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State	**Description**
Civ. Code 51.7	Freedom from violence or intimidation
Code of Civil Procedure 527.8	Workplace violence safety
Ed. Code 32210-32212	Willful disturbance; public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by ~~pupil~~student against school employee
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 49079	Notification to teacher; student who has engaged in acts ~~re:~~ regarding grounds for suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 12926	Definitions
Gov. Code 12945.8	Employee accommodations for domestic violence, sexual assault, stalking, and other qualifying acts of violence
Gov. Code 3543.2	Scope of representation
Gov. Code 995-996.4	Defense of public employees
~~Lab. Code 230-230.2~~	~~Leaves for victims of domestic violence, sexual assault or specified felonies~~
Pen. Code 18150	Gun violence restraining orders

Pen. Code 18170	Gun violence restraining order issued after notice and hearing
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	Weapons on school grounds and other school crimes
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Limited exception to juvenile court record
W&I Code 828.1	District police or security department; disclosure of juvenile records

Federal	Description
Executive Order 14127	Combating Emerging Firearms Threats and Improving School-Based Active Shooter Drills, September 2024 (https://www.federalregister.gov/documents/2024/10/02/2024-22938/combating-emerging-firearms-threats-and-improving-school-based-active-shooter-drills)

Management Resources	Description
Court Decision	City of San Jose v. William Garbett (2010) 190 Cal. App. 4th 526
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility

3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.7	Firearms On School Grounds
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4131	Staff Development
4140	Bargaining Units
4156.3	Employee Property Reimbursement
4157	Employee Safety
4157	Employee Safety
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.8	Family Care and Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications

4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4240	Bargaining Units
4256.3	Employee Property Reimbursement
4257	Employee Safety
4257	Employee Safety
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.8	Family Care and Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4331	Staff Development
4340	Bargaining Units
4356.3	Employee Property Reimbursement
4357	Employee Safety
4357	Employee Safety
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.8	Family Care and Medical Leave
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131.4	Student Disturbances
5131.4	Student Disturbances

5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

Regulation 4358: Employee Security

Status: ADOPTED

Original Adopted Date: 11/01/2000 | **Last Revised Date:** ~~06~~03/01/~~2021~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2021~~2025

CSBA NOTE: In order to help ensure the safety of students and staff, Education Code 32282 requires schools to include in their comprehensive safety plans procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school. For more information regarding comprehensive safety plans, see BP/AR 0450 - Comprehensive Safety Plan.

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

CSBA NOTE: Pursuant to Education Code 44014, it is the duty of an employee and the employee's immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Compliance with district procedures related to reporting incidents, as specified in the paragraph below, does not exempt an employee or supervisor from the duty to make a report to law enforcement. Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for doing so.

Although the law only requires employees to report attacks, assaults, or physical threats made by students, the district may revise the following paragraph to require employees to report any attack, assault, or physical threat made against them by any other individual on school grounds.

The following paragraph relates to the reporting by an employee of an attack, assault, or physical threat, as well as any action taken in response, and should be modified to reflect district practice and to ensure consistency with the district's comprehensive safety plan.

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response. ~~Reports of an attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.~~

~~CSBA NOTE: Pursuant to Education Code 44014, it is the duty of an employee and the employee's immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Compliance with district procedures related to reporting incidents, as specified in the paragraph above, does not exempt an employee or supervisor from the duty to make a report to law enforcement. Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for doing so.~~

~~Although the law only requires employees to report attacks, assaults, or threats made by students, the district may revise the following paragraph to require employees to report any attack, assault, or threat made against them by any other individual on school grounds.~~

~~In addition~~Additionally, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. Reports of an attack, assault, or physical threat shall be forwarded immediately to the Superintendent or designee. (Education Code 44014)

Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

CSBA NOTE: Education Code 49079 requires the district to inform teachers of students who have committed specified acts that constitute grounds for suspension or expulsion. ~~School district~~ District officers or employees who knowingly fail to provide this information are guilty of a misdemeanor punishable by a fine and/or imprisonment.

a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in ~~AR~~Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process~~.~~ (Education Code 49079)

_____This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

CSBA NOTE: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below; see AR 5125 - Student Records. Once the record is received, the Superintendent or designee ~~must~~is required to inform the student's teacher(s) of the acts as specified below.

b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former district and of the act that resulted in the suspension or expulsion~~.~~ (Education Code 48201)

c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher~~.~~ (Education Code 48201, 49079)

2. Offenses Reported to the District by a Court

CSBA NOTE: Welfare and Institutions Code 827 requires a court, within seven days, to provide written notification to the Superintendent when a minor student has been found by the court to have committed a felony or misdemeanor involving specified offenses. Upon receiving such notification, the Superintendent ~~must~~is required to notify certain counselors, teachers, and administrators, as described in ~~item~~Item #2.

~~In addition~~Additionally, Welfare and Institutions Code 828.1 specifies that a ~~school~~ district police or security department may provide written notification to the Superintendent when a minor student has been found by a court to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence. In such cases, the information may be transmitted to a teacher, counselor, or administrator with direct supervisorial or disciplinary responsibility over the student, and such information ~~must~~is required to be received in confidence for the limited purpose for which it was provided. Districts that maintain their own police or security department may expand the following item to authorize the department to notify the Superintendent of such offenses.

a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal~~.~~ or designee (Welfare and Institutions Code 827)

b. The principal or designee shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information in order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability~~.~~ (Welfare and Institutions Code 827)

c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff~~.~~ (Welfare and Institutions Code 827)

   The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

d. When a student is removed from school as a result of an offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district~~.~~ (Welfare and Institutions Code 827)

   If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Intentional violation of the confidentiality provisions of Welfare and Institutions Code 827 is a misdemeanor punishable by a fine.

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking, or Other Qualifying Acts of Violence

CSBA NOTE: Pursuant to LaborGovernment Code 230,12945.8, as added by AB 2499 (Ch. 967, Statutes of 2024), the district is required to provide reasonable accommodations at work, upon request, to an employee who is a victim, or whose family member is a victim, of domestic violence, sexual assault, or stalking. , and other qualifying acts of violence.

The district is not required to provide reasonable accommodations to an employee who has not disclosed the employee's status, or family member's status, as a victim of domestic violence, sexual assault, or stalking, or other qualifying acts of violence specified in Government Code 12945.8, nor to undertake an action that constitutes an undue hardship, as defined by Government Code 12926.

In addition, LaborGovernment Code 230 and 230.1 allow12945.8, as added by AB 2499, authorizes, subject to any applicable collective bargaining agreement, employees who are victims of domestic violence, sexual assault, or stalking, or other qualifying acts of violence, including employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime, to use available leave, including vacation, personal leave, paid sick leave, or compensatory time off, for the purposes of (1) obtaining or attempting to obtain relief (e.g., a temporary restraining order, restraining order, or injunctive relief) to protect the health, safety, or welfare of the employee or the employee's child; or family of the employee, (2) seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by the crime or abuse;a qualifying act of violence, (3) seeking, obtaining, or assisting a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency; as a result of a qualifying act of violence, (4) seeking, obtaining, or assisting a family member to seek or obtain psychological counseling or mental health services related to an experience of crime or abuse; and/ora qualifying act of violence, (5) participating in safety planning andor taking other actions to increase safety from future crime or abusequalifying acts of violence, (6) relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, securing temporary or permanent relocation. As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employeeshousing or enrolling children in a new school or child care, (7) providing care to a family

member who ~~are victims of a crime thatis~~ recovering from injuries caused ~~physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime.~~ ~~See~~by a qualifying act of violence, (8) seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence, (9) preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence, or (10) seeking, obtaining, or providing child care or care to a care-dependent adult if the child care or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

For more information regarding leaves, see BP/AR 4161/4261/4361 – Leaves, AR 4161.1/4361.1 – Personal Illness/Injury Leave, 4261.1 – Personal Illness/Injury Leave, AR 4161.2/4261.2/4361.2 - Personal Leaves, and AR 4161.8/4261.8/4361.8 – Family Care and Medical Leave.

When requested by an employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking, or other qualifying acts of violence, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: ~~(Labor Code 230~~, but not limited to: (Government Code 12945.8)

1. A transfer, reassignment, or modified schedule

2. A changed work telephone or work station, including the permission to carry a telephone at work

3. An installed lock

4. Assistance in documenting domestic violence, sexual assault, stalking, or other ~~crime~~qualifying act of violence that occurs in the workplace

5. Referral to a victim assistance organization

6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other ~~crime~~qualifying act of violence

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee. ~~(Labor Code 230~~ or their family member. (Government Code 12945.8)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, ~~or~~ stalking. , or other qualifying act of violence. Such certification may include: (~~Labor~~Government Code ~~230~~12945.8)

1. A police report indicating that the employee, or a family member of the employee, was a victim

2. A court order protecting or separating the employee, or family member of the employee, from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court

3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee, or family member of the employee, was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee, or a family member of the employee, as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (~~Labor~~Government Code ~~230~~12945.8)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, ~~or~~ stalking, other specified offense, or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. ~~(Labor Code 230)~~

~~The district shall not~~If a new accommodation is needed, the Superintendent or designee shall follow the procedures described above when making the initial determination regarding effective reasonable accommodations. (Government Code 12945.8)

The district shall not discharge or retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (~~Labor~~Government Code ~~230~~12945.8)

Use of Pepper Spray

CSBA NOTE: The following optional section may be revised to reflect district practice. See the accompanying Board policy for further information and the Board's determination to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities. It is recommended that districts allowing employees to carry pepper spray consult CSBA's District and County Office of Education Legal Services or district counsel regarding potential liability related to an employee's possession of pepper spray.

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need ~~for the~~ to carry or possess

pepper spray and for how long the need is anticipated to last. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810.

2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

   Negligent storage or use of the pepper spray may subject the employee to disciplinary action.

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Civ. Code 51.7	Freedom from violence or intimidation
Code of Civil Procedure 527.8	Workplace violence safety
Ed. Code 32210-32212	Willful disturbance; public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by pupilstudent against school employee
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48900-48926	Suspension and expulsion

Ed. Code 49079	Notification to teacher; student who has engaged in acts ~~re:~~ regarding grounds for suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 12926	Definitions
Gov. Code 12945.8	Employee accommodations for domestic violence, sexual assault, stalking, and other qualifying acts of violence
Gov. Code 3543.2	Scope of representation
Gov. Code 995-996.4	Defense of public employees
~~Lab. Code 230-230.2~~	~~Leaves for victims of domestic violence, sexual assault or specified felonies~~
Pen. Code 18150	Gun violence restraining orders
Pen. Code 18170	Gun violence restraining order issued after notice and hearing
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	Weapons on school grounds and other school crimes
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Limited exception to juvenile court record
W&I Code 828.1	District police or security department; disclosure of juvenile records

Federal	**Description**
Executive Order 14127	Combating Emerging Firearms Threats and Improving School-Based Active Shooter Drills, September 2024 (https://www.federalregister.gov/documents/2024/10/02/2024-22938/combating-emerging-firearms-threats-and-improving-school-based-active-shooter-drills)

Management Resources	**Description**

Court Decision	City of San Jose v. William Garbett (2010) 190 Cal. App. 4th 526
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.7	Firearms On School Grounds
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4131	Staff Development

4140	Bargaining Units
4156.3	Employee Property Reimbursement
4157	Employee Safety
4157	Employee Safety
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.8	Family Care and Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4240	Bargaining Units
4256.3	Employee Property Reimbursement
4257	Employee Safety
4257	Employee Safety
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.8	Family Care and Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4331	Staff Development
4340	Bargaining Units
4356.3	Employee Property Reimbursement
4357	Employee Safety

4357	Employee Safety
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.8	Family Care and Medical Leave
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Manuel Bojorquez,
Assistant Superintendent of
Educational Leadership and
Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 5000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 5000 series: Board Policy 5113.1 – Chronic Absence and Truancy, Administrative Regulation 5113.1 – Chronic Absence and Truancy, Board Policy 5148 – Child Care and Development, Administrative Regulation 5148 – Child Care and Development, Board Policy 5148.2 – Before/After School Programs, Administrative Regulation 5148.2 – Before/After School Programs, Board Policy 5148.3 – Preschool/Early Childhood Education, Administrative Regulation 5148.3 – Preschool/Early Childhood Education, Board Policy 5125 - Student Records, Administrative Regulation 5125 - Student Records, Board Policy 5131 - Conduct, Board Policy 5131.6 - Alcohol and Other Drugs, Administrative Regulation 5131.6 - Alcohol and Other Drugs, Board Policy 5131.8 - Mobile Communication Devices, Board Policy 5141.5 - Mental Health, Board Policy 5141.52 - Suicide Prevention, Administrative Regulation 5141.52 - Suicide Prevention, Board Policy 5145.13 - Response to Immigration Enforcement and Administrative Regulation 5145.13 - Response to Immigration Enforcement.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2025-2026 Budget? ☐ Yes ☐ No

Requisition #

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Policy 5113.1: Chronic Absence And Truancy

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** ~~10~~12/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~12/01/~~2020~~2024

CSBA NOTE: The following optional policy addresses both chronic absence, which refers to students missing an excessive number of school days for any reason, whether excused or unexcused, and truancy, which refers to students missing school and/or being tardy without a valid excuse. Education Code 48260 defines a "valid excuse" for purposes of classifying students as truants; see the accompanying administrative regulation. Also see BP/AR 5113 - Absences and Excuses for information about methods of verification of student absences.

Pursuant to Education Code 48326, as added by AB 2771 (Ch. 154, Statutes of 2024), beginning with the 2026-27 school year, the California Department of Education (CDE) is required to post on its website information regarding methods of reducing chronic absenteeism, including the formation of school site absence intervention teams.

The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district, and that students who are identified as chronically absent or truant receive appropriate support services and interventions as early as possible.

CSBA NOTE: The following paragraph may be revised to reflect district practice. Districts ~~must~~are required to track student attendance for the purpose of reporting chronic absenteeism for the state accountability system (the California School Dashboard) and identifying students who are classified as truants pursuant to Education Code 48260-48273. Tools to calculate chronic absence, such as the District Attendance Tracking Tool and School Attendance Tracking Tool, are available from Attendance Works.

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district.

CSBA NOTE: In developing strategies for addressing chronic absence and truancy, districts may consider reasons for absences given by individual students as well as survey data using tools such as the California Healthy Kids Survey and/or the California School Climate, Health, and Learning Survey System available from WestEd.

CDE has identified strategies that have a positive effect in encouraging students to regularly attend school, which can be found on CDE's webpage, "School Attendance Improvement Strategies." Some of these practices include identifying and responding to grade level and student subgroup patterns of chronic absence and truancy; improving communication with parents/guardians, including using bilingual aides and sending out attendance emails in the language used by parents/guardians; positive reinforcement for improved attendance such as prizes for individuals or classes with the most improved attendance; and personalizing relationships between students and school support staff and/or teachers, including establishing homeroom classes for secondary students for all years of high school.

Additionally, CSBA's, "Seize the Data: Using Chronic Absence Data to Drive Student Engagement," provides research and strategies for districts to use to reduce chronic absenteeism.

The Superintendent, attendance supervisor, or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy, including in relation to grade level and student subgroup patterns of chronic absence and truancy.

The Superintendent, attendance supervisor, or designee shall develop a tiered approach to reducing chronic absence. Such an approach shall include strategies for preventing attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment;; relevant and engaging learning experiences;; school activities that help develop students' feelings of connectedness with the school, including personalized relationships between students and teachers and/or support staff; school-based health services;; letters alerting parents/guardians to the value of regular school attendance, including the use of bilingual aides and communication in the primary language used by parents/guardians; and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

The tiered approach shall also provide for early outreach to students as soon as they show signs of poor attendance or if they were chronically absent in the prior school year. Early intervention may include personalized outreach, individual attendance plans, and/or mentoring to students with moderate levels of chronic absence, with additional intensive, interagency wrap-around services for students with the highest level of absence.

Students with serious attendance problems shall be provided with interventions specific to their needs, which may include, but are not limited to, health care referrals;; transportation assistance;; counseling, including trauma-informed practices, for mental or emotional difficulties;; academic supports;; efforts to address school or community safety concerns;; discussions with the student and parent/guardian about their attitudes regarding schooling;; or other strategies to remove identified barriers to school attendance. The Superintendent, attendance supervisor, or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

The Superintendent or designee shall ensure that staff assigned to fulfill attendance-related duties are trained in implementing a trauma-informed approach to chronic absence and receive information about the high correlation between chronic absence and exposure to adverse childhood experiences.

CSBA NOTE: State law establishes a series of interventions that the district is required or authorized to impose depending on the number of truancies committed by a student; see the accompanying administrative regulation. Habitually truant students, as defined in Education Code 48262, may be referred to a school attendance review board (SARB) if established by the county office of education or to a SARB established by the district Governing Board pursuant to Education Code 48321; see BP/AR 5113.12 - District School Attendance Review Board. Instead of the SARB process, students may be referred to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Education Code 48260.6. Education Code 48264.5 authorizes, but does not require, students who continue to be truant after receiving these interventions to be referred to a juvenile court. Parents/guardians of students who are identified as truant may be subject to penalties pursuant to Education Code 48293, Penal Code 270.1, and/or Penal Code 272.

Students who are identified as chronically absent or truant shall be subject to the interventions specified in law and administrative regulation.

CSBA NOTE: Pursuant to Education Code 46211, as added by SB 153 (Ch. 38, Statutes of 2024), a district may, beginning July 1, 2025, implement attendance recovery programs for students in grades transitional kindergarten-12 to make up lost instructional time and offset absences, including chronic absenteeism for up to 10 days of attendance in a school year or the number of absences a student accrued in that school year, whichever is less. A student's participation in an attendance recovery program may not be compulsory or punitive for such student. Students participating in an attendance recovery program may generate average daily attendance for the school year in which the program is operated, and that otherwise meets the requirements of Education Code 46211. For more information see the accompanying administrative regulation.

To provide students with an opportunity to make up lost instructional time and offset absences, the Superintendent or designee may implement an attendance recovery program for students in grades transitional kindergarten-12. Any such attendance recovery program shall be operated in accordance with Education Code 46211 and as specified in the accompanying administrative regulation.

CSBA NOTE: Education Code 48900 expresses legislative intent that alternatives to suspension or expulsion be used with students who are truant, tardy, or otherwise absent from assigned school activities; see BP 5144 - Discipline and BP 5144.1 - Suspension and Expulsion/Due Process.

A student's truancy, tardiness, or other absence from school shall not be the basis for suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

CSBA NOTE: Education Code 52060 requires districts to include the rates of school attendance, chronic absence, dropout, and graduation, as applicable, in their local control and accountability plan (LCAP); see BP/AR 0460 - Local Control and Accountability Plan.

The California School Dashboard includes measures of district and school performance in each priority area addressed in the LCAP, including chronic absence for grades ~~K~~kindergarten-8. The Dashboard reports the degree to which districts and schools meet performance criteria as well as changes in performance from year to year. ~~See~~

For more information regarding LCAP measures see BP 0500 - Accountability. For grades 9-12, chronic absence rates are available through ~~the California Department of Education's~~CDE's DataQuest.

The Superintendent, attendance supervisor, or designee shall periodically report to the Board regarding student attendance patterns in the district, including rates of chronic absence and truancy districtwide and for each school, grade level, and numerically significant student subgroup as defined in Education Code 52052. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to develop annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

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State	Description
5 CCR 306	Explanation of absence
5 CCR 420-424	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance
Ed. Code 37223	Weekend classes
Ed. Code 44266	Pupil Personnel Services credential
Ed. Code 46000	Attendance records
Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools

Ed. Code 46210-46211	Attendance recovery programs
Ed. Code 48200-48208	Children ages 6-18; compulsory full-time attendance
Ed. Code 48225.5	Work permits; entertainment and allied industries
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48290-48297	Failure to comply; complaints against parents
Ed. Code 48320-48325	School attendance review boards
Ed. Code 48326	Absence intervention teams
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48400-48403	Compulsory continuation education
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 60901	Chronic absence
Gov. Code 54950-54963	The Ralph M. Brown Act
Pen. Code 270.1	Chronic truancy; parent/guardian misdemeanor
Pen. Code 272	Parent/guardian duty to supervise and control minor child; criminal liability for truancy
Pen. Code 830.1	Peace officers
~~Veh. Code 13202.7~~	~~Driving privileges; minors; suspension or delay for habitual truancy~~
W&I Code 11253.5	Compulsory school attendance; eligibility for aid
W&I Code 256-258	Juvenile hearing officer
W&I Code 601-601.5	Habitually truant minors

Management Resources	**Description**
Attendance Works Publication	District Attendance Tracking Tool (https://www.attendanceworks.org/resources/data-tools/california-data-tools/)
Attendance Works Publication	The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014

	(https://www.attendanceworks.org/wp-content/uploads/2017/09/Positive-Priority-Outreach-Toolkit_081914.pdf)
Attendance Works Publications	Bringing Attendance Home: Engaging Parents in Preventing Chronic Absence, 2015 (https://www.attendanceworks.org/resources/toolkits/bringing-attendance-home/)
Attendance Works Publications	School Attendance Tracking Tool (https://www.attendanceworks.org/resources/data-tools/calculating-chronic-absence/)
Attendance Works Publications	For School Board Members: Frequently Asked Questions About Chronic Absence (https://www.attendanceworks.org/wp-content/uploads/2017/10/Attendance-Works-Frequently-Asked-Questions-About-Chronic-Absence-for-school-boards.pdf)
California Department of Education Publication	School Attendance Review ~~Board: A Road Map for Improved School Attendance and Behavior, rev. 2018~~Boards Handbook & Forms (https://www.cde.ca.gov/ls/ai/sb/)
Court Decision	L.A. v. Superior Court of San Diego County (2012) 209 Cal.App.4th 976
California Department of Education Publication	School Attendance Improvement Strategies (https://www.cde.ca.gov/ls/ai/cw/attendstrategy.asp)
CSBA Publication	Research supported strategies to improve the accuracy and fairness of grades, July 2016 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/20161507-GradingGB.ashx?la=en&rev=4e25a7ce86c742198068af40c27324b5)
CSBA Publication	~~Attendance Awareness Month, Fact Sheet, September 2014~~Seize the Data: Using Chronic Absence Data to Drive Student Engagement, March 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs

	/Attendance-Brief-2024.ashx?la=en&rev=a3dd0ccb6e214e3fbe0a4e5d49e797f5)
Website	CSBA District and County Office of Education Legal Services
Website	California Healthy Kids Survey
Website	California School Climate, Health, and Learning Survey System
Website	CSBA
Website	Attendance Works
Website	California Association of Supervisors of Child Welfare and Attendance
Website	California Department of Education

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1400	Relations Between Other Governmental Agencies And The Schools
3515.3	District Police/Security Department
3515.3	District Police/Security Department
4119.41	Employees With Infectious Disease
4131	Staff Development
4219.41	Employees With Infectious Disease

4319.41	Employees With Infectious Disease
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.3	Student Leave Of Absence
5112.3	Student Leave Of Absence
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5113.2	Work Permits
5113.2	Work Permits
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5137	Positive School Climate

5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.33	Head Lice
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children

6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6179	Supplemental Instruction
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Regulation 5113.1: Chronic Absence And Truancy

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** ~~10~~12/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~12/01/~~2020~~2024

CSBA NOTE: The following administrative regulation may be revised to reflect the district personnel responsible for duties related to attendance supervision and matters related to chronic absence and truancy. Pursuant to Education Code 48240-48246, the district may appoint an attendance supervisor, join a consortium of districts to employ an attendance supervisor, or contract with the County Superintendent of Schools to supervise the attendance of district students. See AR 5113.11 - Attendance Supervision.

Education Code 48273 **mandates** that the district adopt rules and regulations related to reports of district referrals to a school attendance review board (SARB). See the section on "~~Reports~~Records" below for language fulfilling this mandate.

Definitions

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901)

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and the student's parent/guardian after either of the two previous reports. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260, 48260.5, 48261, 48262, 48263, and 48291. (Education Code 48263.6)

CSBA NOTE: As provided above, definitions of the various categories of truancy are based on the number of absences from school without a valid excuse. Education Code 48260 defines a "valid excuse," for purposes of classifying a student as a truant, as any of the reasons specified in Education Code 48205 (i.e., illness, quarantine, health services appointments, funeral service

attendance, jury duty, illness or medical appointment of student's child, justifiable personal reasons, service on precinct board, time with family member called to active duty or on leave from active duty, and religious exercises), Education Code 48225.5 (i.e., entertainment or allied industries work permits and nonprofit organization performances), or other reasons at the discretion of school administrators. AR 5113 - Absences and Excuses reflects the reasons that students may be excused from school and provides information about methods of verification of student absences.

For purposes of classifying a student as a truant, a valid excuse includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5, and ~~AR~~Administrative Regulation 5113 - Absences and Excuses. A valid excuse may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

Addressing Chronic Absence

CSBA NOTE: The following optional section may be revised to reflect district practice.

When a student is identified as a chronic absentee, the Superintendent, attendance supervisor, or designee shall communicate with the student and the student's parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

The student may be referred to a student success team or school-site attendance review team to assist in evaluating the student's needs and identifying strategies and programs to assist the student. When necessary, the student may be referred to a school attendance review board (SARB) program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee, in accordance with Education Code 48263 and ~~item~~Item #3 in ~~the section~~ "Addressing Truancy" below.

A student who is struggling academically may be offered tutoring or other supplemental instruction, ~~extended~~expanded learning opportunities, and/or alternative educational options as appropriate.

CSBA NOTE: Pursuant to Education Code 49067, the Governing Board may authorize teachers to assign failing grades to students with excessive unexcused absences, with the threshold number of absences established by the Board. See BP 5121 - Grades/Evaluation of Student Achievement. However, CSBA's ~~governance brief~~ , "Research-Supported Strategies to Improve the Accuracy and Fairness of Grades," recommends that student absences be dealt with separately from grading and that absences should not be considered in determining a student's level of understanding of course content. The following paragraph is consistent with that recommendation and may be revised to reflect district practice.

Students who are absent shall be given an opportunity to make up missed assignments or assessments and shall receive full credit for satisfactory completion of the work. Students with excessive absences shall be supported to the extent possible to limit the impact of absences on the student's grades.

Whenever chronic absenteeism is linked to a health, social-emotional, family, or other nonschool issue, the Superintendent or designee may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and the student's family.

Addressing Truancy

An attendance supervisor or designee, peace officer, probation officer, or school administrator or designee may, as applicable, arrest or assume temporary custody during school hours of any minor student found away from home who is absent from school without a valid excuse. Any person arresting or assuming temporary custody of a minor student shall deliver the student and make reports in accordance with Education Code 48265 and 48266. (Education Code 48264, 48265, 48266)

The Superintendent, attendance supervisor, or designee shall investigate a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341. (Education Code 48290)

When a student has been identified as a truant as defined above, the following steps shall be implemented based on the number of truancies the student has committed:

1. Initial truancy

    a. The student shall be reported to the Superintendent, attendance supervisor, or designee. (Education Code 48260)

CSBA NOTE: ~~When~~Beginning July 1, 2025, pursuant to Education Code 48260.5, as amended by SB 691 (Ch. 863, Statutes of 2024), when a student is classified as truant, Education Code 48260.5 requires notification ~~of~~to the student's parents/guardians of the following information by the most cost-effective method possible, which may include email or a telephone call. The California Department of Education's (CDE)), "School Attendance Review Board: A Road Map for Improved School Attendance and Behavior," provides sample letters.

    b. The student's parent/guardian shall be notified, by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)

        i. The student is truant.

        ii. The parent/guardian is obligated to compel the student to attend school ~~and, if the parent/guardian fails to meet this obligation, the parent/guardian may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.~~

        iii. Alternative educational programs are available in the district.

        iv. The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.

~~v. The student may be subject to arrest or held in temporary custody by a probation officer, a peace officer, a school administrator or designee, or attendance supervisor or designee pursuant to Education Code 48264 if found away from home and absent from school without a valid excuse.~~
v. Mental health and supportive services may be available to the student and the family

~~vi. If the student is at least 13 years of age but under age 18, the student may be subject to the suspension, restriction, or delay of driving privilege pursuant to Vehicle Code 13202.7.~~ vi. School personnel are available to meet with the student and family to develop strategies to support the student's attendance at school

~~vii It is recommended that the parent/guardian accompany the student to school and attend classes~~

vii. Research shows that missing 10 percent of school for ~~one day.~~ any reason can translate into students having difficulty learning to read by third grade, achieving in middle school, and graduating from high school

c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223~~.~~ (Education Code 48264.5)

d. The student and, as appropriate, the student's parent/guardian may be requested to attend a meeting with a school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance~~.~~ (Education Code 48264.5)

CSBA NOTE: The following optional ~~item~~Item #1e is for use by districts in which there is no county SARB and the county's district attorney or probation officer has elected to participate in a truancy mediation program pursuant to Education Code 48260.6.

e. The Superintendent, attendance supervisor, or designee may notify the district attorney and/or probation officer of the student's name and the name and address of the student's parents/guardians~~.~~ (Education Code 48260.6)

2. Second truancy

a. Any student who has once been reported as a truant shall again be reported to the Superintendent, attendance supervisor, or designee as a truant if the student is absent from school without a valid excuse one or more days or is tardy on one or more days during the school year~~.~~ (Education Code 48261)

b. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223~~.~~ (Education Code 48264.5)

c. The student may be assigned to an after-school or weekend study program within the county~~.~~ ~~If~~ and, if the student fails to successfully complete this study program, the student shall be subject to ~~item~~Item #3 below~~.~~ (Education Code 48264.5)

CSBA NOTE: Education Code 48262 provides that a student cannot be classified as a habitual truant (~~item~~Item #3 below) until the district has made a conscientious effort to hold at least one conference with the student and parent/guardian after the attendance supervisor has been notified of either the first or second truancy. Education Code 48262 defines "conscientious effort," for

purposes of this section, as attempting to communicate with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. Thus, the following paragraph requires such communication in the event of the second truancy.

d. An appropriate district staff member shall make a conscientious effort to hold at least one conference with the student and the student's parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call~~.~~ (Education Code 48262)

e. The student may be given a written warning by a peace officer~~.~~ A record of that warning may be kept at the school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school. (Education Code 48264.5)

CSBA NOTE: The following optional item is for use by districts in which there is no county SARB and the county's district attorney or probation officer has elected to participate in a truancy mediation program. Pursuant to Education Code 48260.6, if the district notifies the district attorney and/or probation officer that a student continues to be classified as a truant after proper notification to the parents/guardians as described in ~~item~~Item #1b above, the district attorney or probation officer may request a meeting with the student and the student's parents/guardians to discuss the possible legal consequences of the student's truancy.

f. The Superintendent or designee may notify the district attorney and/or probation officer when the student continues to be classified as a truant after the parents/guardians have been notified in accordance with ~~item~~Item #1b above~~.~~ (Education Code 48260.6)

3. Third truancy (habitual truancy)

CSBA NOTE: Education Code 48263 and 48264.5 authorize the district to refer habitual truants, chronic absentees, and students who are habitually insubordinate or disorderly to a SARB, a county truancy mediation program, or a comparable program for services. The district should revise the following items to reflect the option(s) available in the district.

According to CDE's ~~,~~ "School Attendance Review Board: A Road Map for Improved School Attendance and Behavior~~,~~" prior to referring a student to a SARB or county truancy mediation program, some districts initiate an intermediate step, such as a school-site attendance review team or student success team. Districts that have established such an intermediate step may revise the following item accordingly.

a. A student who is habitually truant, a chronic absentee, or habitually insubordinate or disorderly during attendance at school may be referred to, and required to attend, a SARB program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee~~.~~ (Education Code 48263, 48264.5)

b. Upon making a referral to the SARB or the probation department, the Superintendent, attendance supervisor, or other person designated to make the referral shall provide the student, the student's parent/guardian, and SARB or

probation department with documentation of the interventions undertaken at the school. The

Additionally, the attendance supervisor or designee shall also provide the student and the student's parent/guardian, in writing, the name and address of the SARB or probation department and the reason for the referral. This notice shall indicate that the student and the student's parent/guardian shall be required, along with the district staff person making the referral, to meet with the SARB or a probation officer to consider a proper disposition of the referral. (Education Code 48263)

c. If the student does not successfully complete the truancy mediation program or other similar program, the student shall be subject to itemItem #4 below. (Education Code 48264.5)

CSBA NOTE: Pursuant to Education Code 48263, the SARB or probation officer may direct a student and/or the student's parents/guardians to make use of available community services and may require satisfactory evidence of participation. If the SARB or probation officer determines that available community resources cannot resolve the problem, or if the student and/or the student's parents/guardians have failed to respond to the directives of the SARB or probation officer, the SARB may so notify the district attorney and/or probation officer, or the probation officer may notify the district attorney provided the district attorney or probation officer participates in a truancy mediation program. If the county has not established a SARB, the district may make this finding and notification.

The following paragraph is for use by districts in which the county has not established a SARB and the county's district attorney or probation officer has elected to participate in a truancy mediation program.

d. If the Superintendent or designee determines that available community services cannot resolve the problem of the truant or insubordinate student or if the student and/or the student's parents/guardians have failed to respond to the directives of the district or to services provided, the Superintendent or designee may so notify the district attorney and/or the probation officer. (Education Code 48263)

4. Fourth truancy

a. Upon the fourth truancy within the same school year, the student may be referred to the jurisdiction of the juvenile court. (Education Code 48264.5; Welfare and Institutions Code 601)

CSBA NOTE: Pursuant to Education Code 48264.5 and Welfare and Institutions Code 601, a student coming within the jurisdiction of the juvenile court may be adjudged a ward of the court and required to perform community service, pay a fine, and/or attend a court-approved truancy prevention program, and/or lose driving privileges. . In *L.A. v. Superior Court of San Diego County*, a court of appeal held that juvenile court judges have the authority to imprison a truant as a last resort if the student commits an egregious violation of a court order, less restrictive alternatives have proved ineffective, and the student is confined separately from youths held for criminal violations.

b. If a student has been adjudged by the county juvenile court to be a habitual truant, the Superintendent or designee shall notify the juvenile court and the student's probation or parole officer whenever the student is truant or tardy on one or more days without a valid excuse in the same or succeeding school year, or is habitually insubordinate or disorderly at school.

The juvenile court and probation or parole officer shall be notified within 10 days of the violation. (Education Code 48267)

CSBA NOTE: Item #5 below is for use by districts that offer any of grades K-8. Penal Code 270.1 states that a parent/guardian of a "chronic truant" who is at least six years old and is in any of grades K-8 is guilty of a misdemeanor punishable by a fine and/or imprisonment if the parent/guardian has failed to reasonably supervise and encourage the student's school attendance and has been offered language-accessible support services to address the student's truancy. Pursuant to Penal Code 270.1, a parent/guardian found guilty of a misdemeanor may participate in a program established by a superior court, if available, which includes periodic meetings with district representatives and service referrals.

5. Chronic truancy (unexcused absence for 10 percent of school days)

a. The Superintendent or designee shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.

b. If a chronically truant student is at least age six years and is in any of grades K-8, the Superintendent or designee shall notify the student's parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.

Attendance Recovery Program

CSBA NOTE: Pursuant to Education Code 46211, as added by SB 153 (Ch. 38, Statutes of 2024), a district may, beginning July 1, 2025, implement an attendance recovery program for students in grades transitional kindergarten (TK)-12 to make up lost instructional time and offset absences, including chronic absenteeism for up to 10 days of attendance in a school year or the number of absences a student accrued in that school year, whichever is less. A student's participation in an attendance recovery program may not be compulsory or punitive for such student. Students participating in an attendance recovery program may generate average daily attendance (ADA) for the school year in which the program is operated, and that otherwise meets the requirements of Education Code 46211.

Additionally, Education Code 46211, as amended by AB 176 (Ch.998, Statutes of 2024), limits the attendance credit students may earn under the program to no more than five days of attendance per school week or more than one day of attendance for each calendar day of participation in the program.

On or before June 30, 2025, CDE is required to develop and maintain on its website guidance to support districts in creating and implementing a high-quality attendance recovery program.

Beginning July 1, 2025, the district may implement an attendance recovery program for students to make up a maximum of 10 days of attendance for lost instructional time and offset absences incurred during the school year. Any student participating in the program shall not be credited with more than five days of attendance per school week or more than one day of attendance for any calendar day of participation in the program. (Education Code 46211)

The district's program may be operated before or after school, on weekends, or during intersessional periods. The district shall offer access to an attendance recovery program throughout the school year, including, at least once during each term. (Education Code 46211)

The program shall be provided only as a limited-term option for a classroom-based, regular educational program. Students otherwise enrolled in a nonclassroom-based program, such as independent study, shall not participate in an attendance recovery program. (Education Code 46211)

A student shall not be required to participate in the program. Students concurrently participating in both an attendance recovery program and an Expanded Learning Opportunities Program (ELO) pursuant to Education Code 46120, shall retain the ability to participate in the entirety of the ELO's offerings for the duration of the school year. (Education Code 46211)

CSBA NOTE: Pursuant to Education Code 46211, as added by SB 153 and amended by AB 176, a district's attendance recovery program must satisfy the requirements specified in the following paragraphs for student participation in the program to generate ADA for the district.

The district's attendance recovery program shall be composed of students engaged in educational activities and content aligned to grade level standards that are substantially equivalent to the students' regular instructional program, which may include one-on-one or small group tutoring, and shall be under the immediate supervision and control of a certificated teacher who is also an employee of the district and who possesses a valid certification document. (Education Code 46211)

The district's attendance recovery program shall not exceed a student-to-certificated teacher ratio of 10 to 1 for TK and kindergarten or 20 to 1 for grades 1 to 12. The district shall maintain documentation demonstrating how the attendance recovery program met these applicable ratios. (Education Code 46211)

Records

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. CDE's "School Attendance Review Board: A Road Map for Improved School Attendance and Behavior" cautions that it is important to keep accurate and complete records of any violations of compulsory school attendance laws because such records may ultimately be introduced as evidence in a trial for truancy.

The Superintendent, attendance supervisor, or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. In addition, the attendance supervisor,

designee, and/or the staff persons who have direct contact with the student or parent/guardian shall document all their contacts regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

The Superintendent, attendance supervisor, or designee shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

CSBA NOTE: Pursuant to Education Code 46211, as amended by AB 176, the district is required to maintain documentation of compliance with law as specified below, if the district participates in an attendance recovery program.

Additionally, in regard to the district's attendance recovery program, the Superintendent or designee shall maintain documentation demonstrating how the attendance recovery program met the student-to-teacher ratios specified in Education Code 46211.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 306	Explanation of absence
5 CCR 420-424	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance
Ed. Code 37223	Weekend classes
Ed. Code 44266	Pupil Personnel Services credential
Ed. Code 46000	Attendance records
Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 46210-46211	Attendance recovery programs
Ed. Code 48200-48208	Children ages 6-18; compulsory full-time attendance
Ed. Code 48225.5	Work permits; entertainment and allied industries
Ed. Code 48240-48246	Supervisors of attendance

Ed. Code 48260-48273	Truants
Ed. Code 48290-48297	Failure to comply; complaints against parents
Ed. Code 48320-48325	School attendance review boards
Ed. Code 48326	Absence intervention teams
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48400-48403	Compulsory continuation education
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 60901	Chronic absence
Gov. Code 54950-54963	The Ralph M. Brown Act
Pen. Code 270.1	Chronic truancy; parent/guardian misdemeanor
Pen. Code 272	Parent/guardian duty to supervise and control minor child; criminal liability for truancy
Pen. Code 830.1	Peace officers
~~Veh. Code 13202.7~~	~~Driving privileges; minors; suspension or delay for habitual truancy~~
W&I Code 11253.5	Compulsory school attendance; eligibility for aid
W&I Code 256-258	Juvenile hearing officer
W&I Code 601-601.5	Habitually truant minors

Management Resources	**Description**
Attendance Works Publication	District Attendance Tracking Tool (https://www.attendanceworks.org/resources/data-tools/california-data-tools/)
Attendance Works Publication	The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014 (https://www.attendanceworks.org/wp-content/uploads/2017/09/Positive-Priority-Outreach-Toolkit_081914.pdf)
Attendance Works Publications	Bringing Attendance Home: Engaging Parents in Preventing Chronic Absence, 2015

	(https://www.attendanceworks.org/resources/toolkits/bringing-attendance-home/)
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Attendance Works Publications	For School Board Members: Frequently Asked Questions About Chronic Absence (https://www.attendanceworks.org/wp-content/uploads/2017/10/Attendance-Works-Frequently-Asked-Questions-About-Chronic-Absence-for-school-boards.pdf)
California Department of Education Publication	School Attendance Review ~~Board: A Road Map for Improved School Attendance and Behavior, rev. 2018~~Boards Handbook & Forms (https://www.cde.ca.gov/ls/ai/sb/)
Court Decision	L.A. v. Superior Court of San Diego County (2012) 209 Cal.App.4th 976
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CSBA Publication	~~Attendance Awareness Month, Fact Sheet, September 2014~~Seize the Data: Using Chronic Absence Data to Drive Student Engagement, March 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/Attendance-Brief-2024.ashx?la=en&rev=a3dd0ccb6e214e3fbe0a4e5d49e797f5)
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Website	CSBA
Website	Attendance Works
Website	California Association of Supervisors of Child Welfare and Attendance
Website	California Department of Education

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1400	Relations Between Other Governmental Agencies And The Schools
3515.3	District Police/Security Department
3515.3	District Police/Security Department
4119.41	Employees With Infectious Disease
4131	Staff Development
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.3	Student Leave Of Absence

5112.3	Student Leave Of Absence
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5113.2	Work Permits
5113.2	Work Permits
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5137	Positive School Climate
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.33	Head Lice

5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families

6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6179	Supplemental Instruction
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Policy 5148: Child Care And Development

Status: ADOPTED

Original Adopted Date: 03/01/2009 | **Last Revised Date:** ~~06~~12/01/~~2023~~2024 | **Last Reviewed Date:** ~~06~~12/01/~~2023~~2024

CSBA NOTE: The following optional policy may be revised to reflect the type(s) of child care and development programs offered by the district.

The Child Care and Development Services Act (Welfare and Institutions Code 10207-10492.2) establishes a variety of child care programs including resource and referral programs (Welfare and Institutions Code 10217-10224.5; 5 CCR 18240-18249), alternative payment programs (Welfare and Institutions Code 10225-10234; 5 CCR 18220-18231), migrant child care and development programs (Welfare and Institutions Code 10235-10238), general child care and development programs (Welfare and Institutions Code 10240-10243), and programs for children with ~~special needs~~disabilities (Welfare and Institutions Code 10260-10263).

The Early Education Expansion Program (Education Code 8337~~, as amended by AB 210 (Ch. 62, Statutes of 2022)~~) provides grant funding, as specified, until June 30, 2027, for the purpose of increasing access to inclusive early care and education programs. Additionally, the California Department of Education (CDE) has developed a Universal Prekindergarten resources landing page, "Universal Prekindergarten (UPK), California's Great Start," designed for use by districts that operate California State Preschool Programs (CSPP), Head Start programs, transitional kindergarten, and child care providers.

Effective July 1, 2021, administrative authority over the state's child care and development programs was statutorily transferred from CDE to the California Department of Social Services (CDSS), pursuant to Welfare and Institutions Code 10200-10206. Accordingly, the related statutes were repealed from the Education Code and reenacted in the Welfare and Institutions Code. Pursuant to Welfare and Institutions Code 10205, all existing regulations relating to child care programs that have been adopted by CDE are expressly continued in force, unless they conflict with law. Additionally, pursuant to Welfare and Institutions Code 10206~~, as amended by AB 210~~, the date by which CDE and CDSS are required to adopt implementing regulations related to early childhood development has been extended to December 31, 2025.

Education Code 8207 clarifies that the Superintendent of Public Instruction (SPI) and CDE retain administrative supervision of the CSPP.

For requirements pertaining to before-school and after-school programs, including the After-School Education and Safety program (Education Code 8482-8484.65), 21st Century Community Learning Centers (Education Code 8484.7-8484.8), and Expanded Learning Opportunities Program (Education Code 46120), see BP/AR 5148.2 - Before/After School Programs. For requirements

pertaining to preschool programs ~~for children ages~~ 3-4 pursuant to the CSPP, see BP/AR 5148.3 - Preschool/Early Childhood Education.

The Governing Board desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

CSBA NOTE: Pursuant to Welfare and Institutions Code 10277, as added by SB 140 (Ch. 193, Statutes of 2023), each county and contractor that reimburses child care providers for the provision of state-funded subsidized child care and development services is required to develop, implement, and publish a plan for timely payment to child care providers.

~~The Board~~ Upon approval by the Board, the district shall enter into a contract with the California Department of Social Services (CDSS) for the provision of child care and development services by the district.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Welfare and Institutions Code 10480-10487 establish county-level child care and development planning councils, with members selected by the County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care and to develop policies to meet identified needs.

Pursuant to Welfare and Institutions Code 10492.1 and 10492.2, CDSS is required to develop the Whole Child Equity Framework and Whole Child Community Equity Screening Tool to provide data needed to support the equitable distribution of resources and monitor progress on addressing racial and economic inequities of children up to 13 years of age, including access to child care.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

CSBA NOTE: Pursuant to 5 CCR 18271, the district must have a written philosophical statement, goals, and objectives, approved by the Governing Board, which address each program component specified in 5 CCR 18272-18281. See the accompanying administrative regulation for required program components.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

~~When a district child care program is physically closed by local or state public health order, the district shall provide distance learning when required to do so as a condition of funding or when required by law.~~

~~Eligibility and Enrollment~~ Eligibility, Enrollment, and Disenrollment

CSBA NOTE: Pursuant to 5 CCR 18105, districts contracting to offer child care services are **mandated** to develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218, as provided below. See the accompanying administrative regulation for additional language that fulfills this mandate.Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

CSBA NOTE: Welfare and Institutions Code 10271 and 5 CCR 18106 establish eligibility criteria and priorities for subsidized child care services, as provided below and in the accompanying administrative regulation.

Eligibility is generally limited to children who reside within district boundaries. However, Welfare and Institutions Code 10332 and 5 CCR 18107 authorize the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized child care services are provided to eligible families to the extent that state and/or federal funding is available and in accordance with enrollment priorities specified in Welfare and Institutions Code 10271 and 5 CCR 18106.

CSBA NOTE: The following paragraph is optional and may be revised to reflect any district-established priorities for nonsubsidized services.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

CSBA NOTE: Pursuant to Health and Safety Code 1596.802, as added by SB 722 (Ch. 631, Statutes of 2023), CDSS is required to create a template form for plans of operations and for incidental medical services plans, and to eliminate any requirement that an incidental medical services plan or amended plan of operation be approved before a child with a disability is allowed to attend a child care and development program.

So long as the district has submitted a completed incidental medical services plan to CDSS, a child may be enrolled in the district's child care and development program prior to approval of the plan. Additionally, for a child with disabilities, the child may attend the district's child care and development program prior to the approval of an incidental medical services plan or amended plan of operation, so long as the forms have been submitted to CDSS. (Health and Safety Code 1596.802)

A child's eligibility for transitional kindergarten enrollment shall not impact family eligibility for a

~~childcare~~child care or preschool program. (Education Code 48000)

A child shall not be expelled or unenrolled from the district's child care and development program, nor shall the child's parents/guardians be persuaded or encouraged to voluntarily unenroll from the program based on the child's behavior, unless in accordance with the procedures specified in the accompanying administrative regulation.

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services as specified in the accompanying administrative regulation.

Fees and Charges

CSBA NOTE: Except when prohibited, the district may charge a fee for families using child care services, including families who are eligible for subsidized child care services; see the accompanying administrative regulation for additional information on charging family fees for child care programs.

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services in accordance with law and the accompanying administrative regulation.

Staffing

CSBA NOTE: The Commission on Teacher Credentialing (CTC) issues permits for child development program directors, site supervisors, master teachers, teachers, associate teachers, and assistants pursuant to criteria established in Welfare and Institutions Code 10380-10387.5 and 5 CCR 80105-80125. Welfare and Institutions Code 10383.5, as added by AB 1930 (Ch. 687, Statutes of 2024), requires CTC to authorize a holder of a Child Development Associate Teacher Permit to renew their permit without a limitation on the number of renewals if the permitholder completes specified hours of professional growth activities. The district may request a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Welfare and Institutions Code 10213.5 and 5 CCR 18295.

Additionally, ~~CTC has adopted~~ 5 CCR 80067, 80067.1, 80067.2, and 80067.~~2, which are pending approval by the Office of Administrative Law~~3, pertaining to the prekindergarten-grade 3 early childhood education specialist credential, ~~that~~ include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers ~~to support UPK~~; see CTC Coded Correspondence ~~23-02~~24-03 for more information regarding the regulations.

Health and Safety Code 1596.7995 requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055 requires that teachers in a day care center obtain a tuberculosis clearance. ~~See~~; see the accompanying administrative regulation.

Welfare and Institutions Code 10208 specifies indicators for the implementation of quality programs, which~~, as amended by AB 210,~~ requires that staff have the appropriate and required training, or any combination of qualifications, experience, or training.

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications, experience, and training, and have satisfied all legal requirements.

Facilities

CSBA NOTE: Optional Items #1-5 below present examples of methods that may be used to provide facilities for child care services and may be revised to reflect district practice.

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing district facilities that have capacity
2. Renovation or improvement of district facilities to make them suitable for such services
3. Purchase of relocatable child care facilities
4. Inclusion of child care facilities in any new construction
5. Agreement with a public agency or community organization for the use of community facilities

CSBA NOTE: Health and Safety Code 1596.804~~, as added by AB 2827 (Ch. 916, Statutes of 2022),~~ requires CDSS to revise its regulations to permit children with disabilities to use outdoor play spaces simultaneously with children who do not have disabilities without having to first seek a regulatory waiver and to specify any health and safety requirements that are required to be met when simultaneous play occurs.

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

Complaints

CSBA NOTE: Pursuant to 5 CCR 4610, the district's uniform complaint procedures should be used to resolve any complaint alleging violation of state or federal laws governing educational programs, including child care and development programs; see BP/AR 1312.3 - Uniform Complaint Procedures. However, 5 CCR 4611, provides that health and safety complaints regarding licensed facilities that operate a child care and development program should be referred to CDSS as described in the following paragraph and BP 1312.3 - Uniform Complaint Procedures.

Pursuant to 22 CCR 101156, all child care centers must be licensed by CDSS unless exempted by law. See the accompanying administrative regulation for information about child care programs that are exempted from licensure requirements. If all of the district's child care services are license-exempt, the following paragraph may be deleted.

For a licensed child care center, any complaint alleging health and safety violations shall be referred to CDSS. (5 CCR 4611)

Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in ~~BP/AR~~ Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

Program Evaluation

CSBA NOTE: 5 CCR 18279-18281 require child care and development programs to be evaluated through the standardized "Desired Results for Children and Families" system. The system requires a program self-evaluation that includes, but is not limited to, a staff assessment, a parent ~~survey, and an environment rating scale.~~/guardian survey, and an environment rating scale. CDE's Early Education Division Management Bulletin 23-10 provides that each child care setting that includes one or more children enrolled in a CSPP is required to conduct Classroom Assessment Scoring System observations with respect to all children in the child care setting, regardless of funding source.

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The results of the evaluation shall be used to develop an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 18000-18308	Early Learning and Care Programs
5 CCR 18012-18122	General requirements
5 CCR 18180-18192	Federal and state migrant programs
5 CCR 18210-18213	Severely handicapped program
5 CCR 18220-18231	Alternative payment program

5 CCR 18240-18249	Resource and referral program
5 CCR 18270-18281	Program quality; accountability
5 CCR 18290-18292	Staffing ratios
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 18300-18308	Appeals and dispute resolution
5 CCR ~~4680~~4600-4687	~~Williams uniform~~Uniform complaint procedures and Williams complaints
5 CCR 80067-80067.2~~3~~3	Early Childhood Education Specialist Credential
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 48000	Transitional kindergarten
Ed. Code 49540-49546	Child care food program
Ed. Code 49570	National School Lunch program
Ed. Code 56244	Staff development funding
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8337	Early Education Expansion Program
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120440	Disclosure of immunization information to local and state health departments
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10200-10206	Early Childhood Development Act of 2020
~~W&I Code 10207-10215~~	~~General provisions~~
W&I Code 10207-10492.2	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs

W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10271	Eligibility, enrollment and priority of services; physical examinations; rules and regulations
W&I Code 10271.5	Income eligibility
W&I Code 10271.7	Family member certified as eligible to receive benefits; definition
W&I Code 10272.5	Order of disenrollment
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12
W&I Code 10276	Child Care and Development Fund notice to providers
W&I Code 10290	Fee schedule for families using preschool and child care and development services
W&I Code 10291	Families exempt from family fees
W&I Code 10315	Transfer of information to public schools
W&I Code 10332	Children residing in another district; use of facilities and personnel
W&I Code 10491-10491.1	Expulsion and suspension procedures in childcare and development services programs

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities
42 USC 1751-1769j	School Lunch Program
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 98.1-98.93	Child Care and Development Fund
7 CFR 210.1-210.33	National School Lunch Program

Management Resources	**Description**

CA Commission on Teacher Credentialing Publication	~~Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023~~Approval of Regulations Authorizing the New PK-3 Early Childhood Education Specialist Instruction Credential, Coded Correspondence 24-03, March 2024 (https://www.ctc.ca.gov/docs/default-source/commission/coded/2024/coded-24-03.pdf)
CA Dept of Social Services Publication	AB 116 Implementation: Family Fee Changes, Child Care Bulletin No. 23-22, August 2023 (https://www.cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2023/CCB_23-22.pdf?ver=2023-09-06-093957-867)
CA Dept of Social Services Publication	Child Care Transition: The Early Childhood Development Act of 2020 (https://www.cdss.ca.gov/inforesources/child-care-and-development/child-care-and-development-transition)
CA Dept of Social Services Publication	American Rescue Plan Act Child Care & Development Division FAQ (https://www.cdss.ca.gov/inforesources/child-care-and-development/arpa-frequently-asked-questions)
~~CA Dept~~California Department of ~~Social Services~~Education Publication	~~COVID-19 Licensed Child Care Facilities and Providers (FAQs)~~Implementation of the Classroom Assessment Scoring System (CLASS) and CLASS Environment and Removal of the Environment Rating Scale for the California State Preschool Program (CSPP), Early Education Division Management Bulletin 23-10, December 2023 (https://www.cde.ca.gov/sp/cd/ci/mb2310.asp)
Court Decision	CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services (2001) 91 Cal.App.4th 892
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Bipartisan Policy Center	From the Ground Up: Improving Child Care and Early Learning Facilities, 2023 (https://bipartisanpolicy.org/download/?file=/wp-content/uploads/2023/08/BPC_Facilities-Report_2023_R02.pdf)
Website	Osteopathic Medical Board of California
Website	Medical Board of California
Website	California Department of Social Services, Child Care Licensing

Website	EveryChild California, an Association of Leaders Advancing Early Learning
Website	Office of Administrative Law
Website	Universal Prekindergarten, California's Great Start
Website	CSBA District and County Office of Education Legal Services
Website	California Commission on Teacher Credentialing
Website	California Association for the Education of Young Children
Website	California Department of Education, Early Education Division
Website	California Department of Education, Early Education Management Bulletins
Website	California Head Start Association
Website	California School-Age Consortium
Website	National Association for the Education of Young Children
Website	U.S. Department of Health and Human Services
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education
Website	California Department of Public Health

Cross References

Code	Description
0000	Vision
0100	Philosophy
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3312	Contracts
3523	Electronic Signatures
3523	Electronic Signatures
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check

4112.6	Personnel Files
4131	Staff Development
4161.2	Personal Leaves
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4231	Staff Development
4261.2	Personal Leaves
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
4361.2	Personal Leaves
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111.1	District Residency
5111.1	District Residency
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management

5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education

6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6184	Continuation Education
6184	Continuation Education
7110	Facilities Master Plan

Regulation 5148: Child Care And Development

Status: ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** ~~06~~12/01/~~2023~~2024 | **Last Reviewed Date:** ~~06~~12/01/~~2023~~2024

CSBA NOTE: The following administrative regulation reflects provisions generally applicable to programs under the Child Care and Development Services Act (Welfare and Institutions Code 10207-10492.2). Such programs include resource and referral programs (Welfare and Institutions Code 10217-10224.5; 5 CCR 18240-18249), alternative payment programs (Welfare and Institutions Code 10225-10234; 5 CCR 18220-18231), migrant child care and development programs (Welfare and Institutions Code 10235-10238), general child care and development programs (Welfare and Institutions Code 10240-10243), and programs for children with ~~special needs~~disabilities (Welfare and Institutions Code 10260-10263).

Pursuant to Welfare and Institutions Code 10200-10206, effective July 1, 2021, the state's responsibility for administering these programs transferred from the California Department of Education (CDE) to the California Department of Social Services (CDSS). Education Code 8207 clarifies that the Superintendent of Public Instruction and CDE retain administrative supervision of the California State Preschool Programs (CSPP).

The district may revise this regulation to reflect specific requirements for the program(s) it offers. See BP/AR 5148.2 - Before/After School Programs for requirements pertaining to the After-School Education and Safety program (Education Code 8482-8484.65), 21st Century Community Learning Centers (Education Code 8484.7-8484.9), and Expanded Learning Opportunities Program (Education Code 46120), and BP/AR 5148.3 - Preschool/Early Childhood Education for CSPP requirements.

The following administrative regulation does not reflect all policy language mandated for each specific program. The district should be careful to include the mandates, if any, applicable to the program(s) it offers. For example, for the alternative payment program, 5 CCR 18221 mandates a written policy statement that includes specified components, including, but not limited to, program purpose, enrollment priorities, family eligibility, conditions/requirements for participation, reimbursement of providers, range of services available, and family fee collection. For the resource and referral program, 5 CCR 18244 and 18247 mandate written referral policies and written complaint procedures.

In addition to the program requirements described below, child care and development programs may be subject to other policies in the district's policy manual ~~(e.g.,~~ such as BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, and BP/AR 3550 - Food Service/Child Nutrition Program~~)~~. ~~Districts should~~. It is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel if there are

questions regarding the applicability of other laws to the district's child care and development program.

Licensing

CSBA NOTE: Pursuant to 22 CCR 101156, all child care centers must be licensed by CDSS unless exempted by law. Health and Safety Code 1596.792 and 22 CCR 101158 list exemptions from the licensure requirements including, but not limited to, any program that (1) is a "public recreation program" that meets the criteria specified in Health and Safety Code 1596.792, (2) is operated before and/or after school by qualified teachers employed by the district, (3) is a school parenting program or adult education child care program, (4) operates only one day per week for no more than four hours on that day, (5) offers temporary child care services to parents/guardians who are on the same premises as the child care site, (6) provides activities that are of an instructional nature in a classroom-like setting when K-12 students are normally not in session and the sessions do not exceed a total of 30 days when only school-age children are enrolled or 15 days when younger children are enrolled, or (7) is a CSPP program operated in a school building that meets specified health and safety requirements. If the district offers only programs that are exempted from licensure, it should modify the following regulation accordingly.

Pursuant to Health and Safety Code 1596.951, CDSS ~~was required to adopt regulations by January 1, 2021 to create~~created a child care center license that includes components for serving infant, toddler, preschool, and school-age children; health and safety standards; and enhanced ability to transition children to the next age group. ~~However, as amended by AB 2131 (Ch. 910, Statutes of 2022), Health and Safety Code 1596.951, authorizes CDSS to implement and administer the creation of a single child care center license through all-county letters or similar written instructions until regulations are adopted. Pursuant to Health and Safety Code 1596.951, all child care centers are required to be licensed by January 1, 2024.~~All child care centers are required to be licensed as a "single license child care center," which is defined as a child care center that operates as one facility under a single license and may serve children with more than one age component.

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

CSBA NOTE: Items #1-7 and 9 below list components of child care and development programs that are required for all providers pursuant to 5 CCR 18272-18281. The Governing Board is required, pursuant to 5 CCR 18271, to approve goals and objectives addressing each of these

program components; see the accompanying Board policy. Additionally, Welfare and Institutions Code 10208 specifies indicators for the implementation of quality programs, which~~, as amended by AB 210 (Ch. 62, Statutes of 2022), requires~~ require that program activities meet the needs of dual language learners. The district may add components of other programs offered by the district.

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Welfare and Institutions Code 10209.5; 5 CCR 18272)

   Program staff shall complete the developmental profile for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Welfare and Institutions Code 10209.5; 5 CCR 18270.5, 18272)

   CSBA NOTE: Pursuant to Welfare and Institutions Code 10209.6, as added by AB 393 (Ch. 435, Statutes of 2023), child care and development contractors are required to identify dual language learners enrolled in general or migrant child care and development programs through a family language instrument, which may be fulfilled by using the previous designation of a kindergarten-12 child as an "English learner," and supporting their needs through a family language and interest interview. Pursuant to Welfare and Institutions Code 10209.6, as added by AB 393, a family may not be compelled to complete a family language instrument or to participate in the family language and interest interview.

2. An educational program that complies with Welfare and Institutions Code 10208 and 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate, and inclusive of children with ~~special needs~~ disabilities

   For any child enrolled in a general child care and development program or migrant child care and development program who has been identified as a dual language learner pursuant to Welfare and Institutions Code 10209.6, the child's teacher or other designated staff member shall conduct a family language and interest interview that includes, at a minimum, an inquiry and a discussion about the strengths and interests of the child, the language background of the child, and the needs of parents/guardians or family members of the child to support the language and development of the child. However, the family shall not be compelled to complete the family language survey for identification purposes or participate in the family language and interest interview. (Welfare and Institutions Code 10209.6)

3. A staff development program which complies with 5 CCR 18274

4. Parent/guardian involvement and education that comply with 5 CCR 18275 and includes an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

6. A community involvement component that complies with 5 CCR 18277

CSBA NOTE: Health and Safety Code 1596.808 establishes beverage standards for licensed child care centers. In addition, centers that receive funding through the Child and Adult Care Food Program (42 USC 1766) must meet federal guidelines for meals, snacks, fluid milk or nutritionally equivalent milk substitutes, and drinking water.

7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

CSBA NOTE: Item #8 below is optional and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic devices.

8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

CSBA NOTE: 5 CCR 18279-18281 require an annual evaluation using the standardized "Desired Results for Children and Families" system. The system requires a program self-evaluation that includes a staff assessment, a parent/guardian survey, and an environment rating scale. Each contractor is required to submit a summary of the self-evaluation findings by June 1 of each year.

9. An annual plan for program evaluation which conforms with the state's system and includes a self-evaluation, parent/guardian survey, and environment rating scale (5 CCR 18270.5, 18279, 18280, 18281)

Health and Safety

CSBA NOTE: The following section is for use by districts that offer one or more licensed child care programs. Health and Safety Code 1596.7996 requires licensed child care programs to provide parents/guardians of enrolled children with a flyer developed by CDSS in conjunction with the California Department of Public Health (CDPH), which contains specified information regarding lead exposure and blood testing. The flyer is available on CDSS' website.

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

CSBA NOTE: Pursuant to Health and Safety Code 1597.16, a licensed child care center located in a building that was constructed before January 1, 2010 must have its drinking water tested for lead contamination as provided below. A licensed child care center is subject to the temporary suspension of its license if it fails to comply with the requirements to cease using any fountains and faucets where elevated lead levels may exist and to provide potable water.

If a licensed child care center is located in a building that was constructed before January 1, 2010, the center shall have its drinking water tested for lead contamination levels every five years. The center shall notify the parents/guardians of enrolled children of the requirement to test a facility's drinking water and of the test results. If notified of elevated lead levels, the center shall immediately make inoperable and cease using the fountains and faucets where elevated lead levels may exist and shall obtain a potable source of water for children and staff at that location. (Health and Safety Code 1597.16)

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in Welfare and Institutions Code 10275.5 and 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If a person meets all other requirements for employment or volunteering, as applicable, but needs additional time to obtain and provide immunization records, the person may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that the person has received the required immunizations. Employees and volunteers shall be immunized against influenza between August 1 and December 1 of each year. (Health and Safety Code 1596.7995)

A person shall be exempt from the above immunization requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.

2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.

3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

CSBA NOTE: State funding is only available for services to families who meet the criteria for subsidized services as specified in Welfare and Institutions Code 10271, 10271.5, and~~, as added by SB 1047 (Ch. 923, Statutes of 2022),~~ 10271.7. The district may also provide services to nonsubsidized families provided the district uses other funding sources or the families pay the full cost of services; see section on "Fees and Charges" below.

Pursuant to 5 CCR 18105, districts contracting to offer child care services are **mandated** to develop and make available to the public written admissions policies and procedures that conform to requirements of 22 CCR 101218, including, but not limited to, criteria designating those children whose needs can be met by the child care center's program and services and the ages of children who will be accepted.

The following section should be revised to reflect the district's contract(s).

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Welfare and Institutions Code 10213.5. (Welfare and Institutions Code 10213.5, 10273; 5 CCR 18089, 18407, 18422)

CSBA NOTE: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The family's or child's eligibility must be certified by a person designated by the district.

Pursuant to Welfare and Institutions Code 10271.5, ~~as amended by AB 210,~~ income eligibility which is based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size, does not include foster care payments made on behalf of a child or guaranteed income payments. Welfare and Institutions Code 10271.5~~, as amended by AB 185 (Ch. 571, Statutes of 2022),~~ requires CDSS to adopt regulations regarding the exclusion of these two forms of payment no later than July 1, 2025.

Welfare and Institutions Code 10271~~, as amended by SB 1047,~~ extends eligibility for child care and development programs to families in which a member of the family has been certified as eligible to receive benefits from specified means tested government programs, as reflected below.

To participate in the district's subsidized child care program, families shall document both an eligibility basis and need for care as follows: (Welfare and Institutions Code 10271 and 10271.5)

1. The family is eligible for subsidized services on the basis of being:

   a. A current aid recipient

   b. Income eligible

   c. Homeless

   d. The family's children are recipients of child protective services or have been identified as being or at risk of being abused, neglected, or exploited

e. A member of the household is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other means-tested government program as determined by the California Department of Social Services.

2. The family has a need for child care based on either of the following:

   a. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

   b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as experiencing homelessness

CSBA NOTE: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the centralized eligibility list established in each county pursuant to Welfare and Institutions Code 10231, such lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to Welfare and Institutions Code 10271 and 5 CCR 18106.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Welfare and Institutions Code 10271)

CSBA NOTE: Pursuant to Welfare and Institutions Code 10271, ~~as amended by SB 1047~~, if a family's eligibility for the district's subsidized child care and services program is based on a family member's certification as eligible to receive benefits from a specified means tested government program, as defined in Welfare and Institutions Code 10271.7, ~~as added by SB 1047,~~ the family's priority for enrollment must be based on the income declared on the application of the government program.

~~In keeping with the legislative intent of AB 321 (Ch. 903, Statutes of 2022), to prioritize access to childcare and development services for children who reside in homes in which the primary language is not English, Welfare and Institutions Code 10271, as amended by AB 321, provides~~

~~that within the second priority category, children from such families be enrolled first when there are two or more families with the same income ranking.~~

Second priority for enrollment shall be given to families, regardless of the number of parents in the home, who are income eligible, as defined in Welfare and Institutions Code 10271.5. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family in which the primary home language is a language other than English shall be admitted first. If there is no family of the same priority in which the primary home language is a language other than English, the family of the same priority that has been on the waiting list for the longest time shall be admitted first. (Welfare and Institutions Code 10271 and 10271.5)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Welfare and Institutions Code 10273)

CSBA NOTE: The following optional paragraph may be revised to reflect additional enrollment priorities or criteria established by the district, such as priority for district students, children of district students, or children of district employees; see the accompanying Board policy.

After all children eligible for subsidized services have been enrolled, the district may enroll other children in accordance with the priorities established in the accompanying Board policy by the Governing Board.

~~CSBA NOTE: 5 CCR 18094 and 18118 require the district to provide written notification to the parent/guardian as to whether the application for subsidized services has been approved or denied. For this purpose, the district should use the state's Notice of Action form.~~

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

CSBA NOTE: Pursuant to Welfare and Institutions Code 10271, as amended by ~~SB 1047, upon establishing initial eligibility or ongoing eligibility for child care and development services,~~AB 1808 (Ch. 356, Statutes of 2024), a family who receives CalWORKs Stage 1, 2, or 3 is considered to meet eligibility and need requirements for services for not less than 24 months, and is eligible to receive services for at least 24 months before having the ~~family's~~ family's eligibility or need recertified~~, unless an exception exists, as specified below~~.

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 24 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 24 months. If such eligibility ends before the end of the child care and services program year, eligibility shall be extended until the end

of the program year as long as applicable age-eligibility requirements specified in Welfare and Institutions Code 10213.5 are met. (Welfare and Institutions Code 10271)

However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Welfare and Institutions Code 10271.5, and the family's ongoing eligibility shall be recertified at that time. At any time, a family may voluntarily report income or other changes which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. ~~(Welfare and Institutions Code 10271)~~

~~Additionally, a family establishing eligibility for services on the basis of receiving services under a CalWORKs Stage 1, 2, or 3 program shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months.~~ (Welfare and Institutions Code 10271)

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that the service is no longer wanted

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services including, but not limited to, the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

CSBA NOTE: Welfare and Institutions Code 10290 requires CDSS, in consultation with CDE, to establish a fee schedule for families using child care services, including families who are eligible for subsidized child care services based on the criteria specified in Item #1 in ~~the section~~ "Eligibility and Enrollment" above.

Welfare and Institutions Code 10290, as amended by AB 116 (Ch. 41, Statutes of 2023), prohibits districts from charging or assessing family fees for families whose adjusted monthly family income falls below 75 percent of the State Median Income, and caps family fees at one percent of a family's monthly income for all other families. Additionally, Welfare and Institutions Code 10271.6, as added by AB 116, allows families that experience income fluctuation to provide up to the 12 preceding months of income information for the purpose of determining income eligibility or calculating family fees.

Welfare and Institutions Code 10260 and 5 CCR 18110 prohibit districts from assessing fees for a child's enrollment in a program because of a need for child protective services, or because the child is in a CSPP, in the severely disabled program, or in the federally based migrant program, or because the family has an income level in relation to family size that is less than the first entry in the fee schedule. Districts may revise the following paragraph to reflect any such program(s) offered by the district. Districts that offer only programs prohibited from charging fees may delete the following section.

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the state fee schedule, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Welfare and Institutions Code 10260, 10271, 10290, 10291, 10436; 5 CCR 18078, 18108-18110)

No fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Welfare and Institutions Code 10291; 5 CCR 18110)

In addition, any family receiving child care on the basis of having neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency, may be exempt from these fees for up to 12 months. (Welfare and Institutions Code 10271 and 10291)

CSBA NOTE: Pursuant to Welfare and Institutions Code 10290, family fees must be assessed at initial enrollment and reassessed at recertification.

Pursuant to 5 CCR 18114, districts contracting to offer child care services are mandated to adopt a policy for the collection of fees in advance of providing services, as provided below. 5 CCR 18114 contains an alternative definition of delinquency for alternative payment programs offered pursuant to Welfare and Institutions Code 10225-10234.

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee

collection at the time of initial enrollment into the program. (Welfare and Institutions Code 10290; 5 CCR 18082, 18114, 18115)

CSBA NOTE: The following paragraph is for use by districts that contract to offer child care services and wish to require parents/guardians to provide diapers and/or to pay the costs of field trips (unless the program is exempt from fees), and may be modified to delete diapers as appropriate for the age of the children served. Welfare and Institutions Code 10292 **mandates** that such districts have a written policy which includes parents/guardians in the decision-making process. Pursuant to Welfare and Institutions Code 10292, the fees cannot exceed $25 per child in the contract year.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Welfare and Institutions Code 10292)

~~CSBA NOTE: Pursuant to Welfare and Institutions Code 10228, licensed child care centers are required to post their rates, and discounts or scholarship policies if any, as specified below.~~

District child care centers shall post in a prominent location adjacent to the license at the child care facility the rates, and discounts or scholarship policies if any. (Welfare and Institutions Code 10288)

Expulsion/Unenrollment and Suspension Based on Behavior

~~CSBA NOTE: Welfare and Institutions Code 10491 and 10491.1, as added by AB 2806 (Ch. 915, Statutes of 2022), establishes requirements for expulsion, unenrollment, or suspension of a child from a child care and development program, as specified below.~~

The district's child care and development program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Welfare and Institutions Code 10491)

1. In writing, inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher, and if available engage an early childhood mental health consultant, in an effort to maintain the child's safe participation in the program

2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), contact, with written parent/guardian consent, the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child

3. If appropriate, consider completing a comprehensive screening to identify the needs of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program

If the district has taken the actions specified in Items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Welfare and Institutions Code 10491.1)

~~CSBA NOTE: Pursuant to Education Code 10491.1, as added by AB 2806, a child enrolled in a child care and development program may only be suspended as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be eliminated or reduced without removal of the child. To suspend a child, the district must comply with specified requirements, including, collaborating with the child's parents/guardians before determining that suspension is necessary and using appropriate community resources to determine that no other reasonable option is appropriate.~~

A child shall not be suspended from the district's child care and development program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child. (Welfare and Institutions Code 10491.1)

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate. (Welfare and Institutions Code 10491.1)

When suspension is deemed necessary, the district shall help the child return to full participation in the program as soon as possible while ensuring safety, by doing all of the following: (Welfare and Institutions Code 10491.1)

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed
3. Providing referrals to appropriate community resources
4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDSS in the event of expulsion or suspension. If the district suspends or expels a child from the child care and development program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 18095, informing the parents/guardians of

the right to file an appeal of the action directly with CDSS no later than 14 calendar days after receiving the notice. (Welfare and Institutions Code 10491.1)

CSBA NOTE: A joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services, "Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings," provides that if a child in an early childhood program is suspected of having a developmental delay, disability, or mental health issue, the child's parent/guardian be referred, if appropriate, to the mental health system, the state's early intervention program, or the district for information regarding evaluation for services under the Individuals with Disabilities Education Act ~~(IDEA)~~ (20 USC 1400-1482), to ensure that children with disabilities are not suspended or expelled because of disability-related behaviors.

If a child is suspected of having a developmental delay, disability, or mental health issue, the child's parent/guardian shall be referred, if appropriate, to the mental health system, the state's early intervention program, or the district's special education program regarding evaluation for services under the Individuals with Disabilities Education Act (IDEA). Children ~~identified as having exceptional needs~~with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the IDEA.

Disenrollment

CSBA NOTE: Welfare and Institutions Code 10272 specifies the order by which families must be disenrolled from child care and development services when funding levels are reduced. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122, but only on the grounds that the factors used to determine the family's disenrollment are incorrect. See section "Rights of Parents/Guardians" below.

~~When~~As necessary ~~due to a reduction in state reimbursements~~, families shall be disenrolled from subsidized child care and development services in the following order: (Welfare and Institutions Code 10272.5)

1. Families with the highest income in relation to family size shall be disenrolled first~~.~~
2. If two or more families have the same income ranking, children who have been enrolled in child care services the longest shall be disenrolled first~~.~~
3. If two or more families have the same income, children without disabilities shall be disenrolled first~~.~~
4. Families whose children are receiving child protective services or are at risk of neglect or abuse, regardless of family income, shall be disenrolled last~~.~~

Health Examination and Immunizations

CSBA NOTE: Welfare and Institutions Code 10271 requires children enrolling in a child care center to obtain a physical examination and evaluation, including immunizations, unless a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. However, with respect to immunization requirements, Health and Safety Code 120335 eliminated the personal beliefs exemption unless the parent/guardian filed a letter or affidavit prior to January

1, 2016. Since an exemption granted for personal beliefs was only effective until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12), and any student who received a personal belief exemption prior to January 1, 2016 would be in the next grade span, this exemption no longer exists. See BP/AR 5141.31 - Immunizations.

CDPH has developed a tool, the School and Child Care Lookup (SCRL), available on its ~~web site~~website, which looks at information from the California Immunization Registry (CAIR2) and can be used by child care centers to determine whether a student meets all immunization requirements to enroll in child care services.

Prior to or within six weeks of enrollment, a child enrolling in a child care center shall obtain a physical examination and evaluation and receive age-appropriate immunizations. (Welfare and Institutions Code 10271)

A child may be exempted from the immunization requirements only if a licensed physician indicates that immunization should not be given and specifies how long this exemption is expected to be needed. (22 CCR 101220.1)

CSBA NOTE: Pursuant to Health and Safety Code 120372, a child care center may only accept a medical exemption request that is made by a licensed physician or surgeon on an electronic, standardized, statewide medical exemption certification form developed by CDPH and transmitted using CAIR2. However, Health and Safety Code 120370 requires that a child who has a medical exemption issued prior to January 1, 2020 be allowed to continue enrollment until the next grade span, unless the exemption was issued by a physician or surgeon that has been subject to disciplinary action by the Medical Board of California or the Osteopathic Medical Board of California.

A medical exemption shall be submitted using the standardized medical exemption certification form developed by California Department of Public Health (CDPH) and transmitted using the California Immunization Registry. The request shall include, but not be limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary, including the date upon which a temporary medical exemption will expire. All medical exemptions shall not extend beyond the current grade span of the student, and a temporary exemption shall not exceed one year. (Health and Safety Code 120372)

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Welfare and Institutions Code 10271)

CSBA NOTE: Pursuant to Health and Safety Code 120440, ~~as amended by AB 1797 (Ch. 582, Statutes of 2022),~~ child care centers are required to disclose specified immunization information to local health departments operating countywide or regional immunization information and reminder systems and CDPH, and to maintain the confidentiality of such information in the same manner as other student records. See BP/AR 5125 - Student Records.

District child care centers shall disclose immunization information to the local health department and CDPH in accordance with Health and Safety Code 120440, and maintain the confidentiality of such information in the same manner as other students records in accordance with law and as specified in Administrative Regulation 5125 - Student Records. (Health and Safety Code 120440)

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or the district's authorized representative if verification is made by telephone. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Welfare and Institutions Code 10213.5)

2. Family emergency (Welfare and Institutions Code 10213.5)

CSBA NOTE: Pursuant to 5 CCR 18066, districts contracting to offer child care services are **mandated** to adopt policies delineating circumstances constituting an excused absence for a family emergency. The following paragraph may be revised to reflect district practice.

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Welfare and Institutions Code 10213.5)

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Welfare and Institutions Code 10213.5)

CSBA NOTE: 5 CCR 18066 **mandates** a policy that delineates circumstances constituting an excused absence "in the best interest of the child." The following paragraph may be revised to reflect district practice.

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

CSBA NOTE: 5 CCR 18066.5 establishes procedures to follow when a child has been absent and the family has not been in communication with the district's child care and development services program coordinator or site supervisor for seven consecutive calendar days.

When a child has been absent and the family has not been in communication with the program coordinator or site supervisor for seven consecutive calendar days, the district shall attempt to contact the parent/guardian through a variety of communication methods, including one attempt in writing which may be through electronic means, informing the parent/guardian that failure to communicate with the district may result in termination of child care services. The district shall keep documentation of all such communication attempts in the family's data file, and, if there has been no communication for a total of 30 consecutive calendar days, issue a Notice of Action to disenroll the family on the basis of abandonment of care. (5 CCR 18066.5)

Parents/guardians shall be notified of the policies and procedures related to excused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

CSBA NOTE: The following two paragraphs are for use by districts that operate one or more licensed child care centers, but may be used by license-exempt providers.

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

CSBA NOTE: The remainder of this section is for use by all districts and applies to licensed and ~~unlicensed~~license-exempt child care programs.

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the Child

Development Division. (5 CCR 18120-18122)

Coordinating Transitions

~~CSBA NOTE: Welfare and Institutions Code 10315 requires a preschool or infant and toddler program, when a child will be transferring to a local public school, to provide the child's parent/guardian with information from the previous year which is beneficial to the student and the teacher, as specified below.~~

When a child in the district's child care and development program transfers to a local public school, the district's child care and development program administrator shall provide the child's parent/guardian with information from the previous year which is beneficial to the student and the student's teacher, including, but not limited to, developmental issues, social interaction abilities, health background, and diagnostic assessments, if any. The program administrator shall transfer this information to the student's elementary school, with permission of the student's parent/guardian. (Welfare and Institutions Code 10315)

~~CSBA NOTE: Pursuant to Government Code 95008, as amended by SB 188 (Ch. 49, Statutes of 2022), districts are required to designate a main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from Part C of IDEA, infant/toddler programs, to Part B of IDEA, preschool, including establishing practices to educate and support families during the transition.~~

To facilitate the transition of a child with a disability, the district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of IDEA), including establishing practices to educate and support families during the transition: (Government Code 95008)

Oscar Madera
Director of Special Education
4350 Otay Mesa Road
San Ysidro, CA 92173
Oscar.Madera@sysdschools.org

_____
(title or position)
_____
(address)
_____
(telephone number)
_____
(email)

Records

CSBA NOTE: State contracts require the district to submit data on both subsidized and nonsubsidized families served by child care centers. In addition, the district is required to provide monthly reports regarding any families receiving subsidized services during that month.

Welfare and Institutions Code 10315 requires a preschool or infant and toddler program to, when a child in a state-funded preschool or infant and toddler program will be transferring to a local public school, provide the parent/guardian with information from the previous year deemed beneficial to

the student and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments, if any. The preschool or infant and toddler program may, with the permission of the parent/guardian, transfer this information to the student's elementary school.

The Superintendent or designee shall maintain records, in accordance with Board Policy/Administrative Regulation 3580 – District Records and Board Policy/Administrative Regulation 5125 – Student Records, of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required under the state contract.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 18000-18308	Early Learning and Care Programs
5 CCR 18012-18122	General requirements
5 CCR 18180-18192	Federal and state migrant programs
5 CCR 18210-18213	Severely handicapped program
5 CCR 18220-18231	Alternative payment program
5 CCR 18240-18249	Resource and referral program
5 CCR 18270-18281	Program quality; accountability
5 CCR 18290-18292	Staffing ratios
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 18300-18308	Appeals and dispute resolution
5 CCR ~~4680~~4600-4687	~~Williams uniform~~Uniform complaint procedures and Williams complaints
5 CCR 80067-80067.~~2~~3	Early Childhood Education Specialist Credential

5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 48000	Transitional kindergarten
Ed. Code 49540-49546	Child care food program
Ed. Code 49570	National School Lunch program
Ed. Code 56244	Staff development funding
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8337	Early Education Expansion Program
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120440	Disclosure of immunization information to local and state health departments
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10200-10206	Early Childhood Development Act of 2020
~~W&I Code 10207-10215~~	~~General provisions~~
W&I Code 10207-10492.2	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10271	Eligibility, enrollment and priority of services; physical examinations; rules and regulations
W&I Code 10271.5	Income eligibility

W&I Code 10271.7	Family member certified as eligible to receive benefits; definition
W&I Code 10272.5	Order of disenrollment
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12
W&I Code 10276	Child Care and Development Fund notice to providers
W&I Code 10290	Fee schedule for families using preschool and child care and development services
W&I Code 10291	Families exempt from family fees
W&I Code 10315	Transfer of information to public schools
W&I Code 10332	Children residing in another district; use of facilities and personnel
W&I Code 10491-10491.1	Expulsion and suspension procedures in childcare and development services programs

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities
42 USC 1751-1769j	School Lunch Program
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 98.1-98.93	Child Care and Development Fund
7 CFR 210.1-210.33	National School Lunch Program

Management Resources	**Description**
CA Commission on Teacher Credentialing Publication	~~Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023~~Approval of Regulations Authorizing the New PK-3 Early Childhood Education Specialist Instruction Credential, Coded Correspondence 24-03, March 2024 (https://www.ctc.ca.gov/docs/default-source/commission/coded/2024/coded-24-03.pdf)
CA Dept of Social Services Publication	AB 116 Implementation: Family Fee Changes, Child Care Bulletin No. 23-22, August 2023

	(https://www.cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2023/CCB_23-22.pdf?ver=2023-09-06-093957-867)
CA Dept of Social Services Publication	Child Care Transition: The Early Childhood Development Act of 2020 (https://www.cdss.ca.gov/inforesources/child-care-and-development/child-care-and-development-transition)
CA Dept of Social Services Publication	American Rescue Plan Act Child Care & Development Division FAQ (https://www.cdss.ca.gov/inforesources/child-care-and-development/arpa-frequently-asked-questions)
~~CA Dept~~California Department of ~~Social Services~~Education Publication	~~COVID-19 Licensed Child Care Facilities and Providers (FAQs)~~Implementation of the Classroom Assessment Scoring System (CLASS) and CLASS Environment and Removal of the Environment Rating Scale for the California State Preschool Program (CSPP), Early Education Division Management Bulletin 23-10, December 2023 (https://www.cde.ca.gov/sp/cd/ci/mb2310.asp)
Court Decision	CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services (2001) 91 Cal.App.4th 892
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Bipartisan Policy Center	From the Ground Up: Improving Child Care and Early Learning Facilities, 2023 (https://bipartisanpolicy.org/download/?file=/wp-content/uploads/2023/08/BPC_Facilities-Report_2023_R02.pdf)
Website	Osteopathic Medical Board of California
Website	Medical Board of California
Website	California Department of Social Services, Child Care Licensing
Website	EveryChild California, an Association of Leaders Advancing Early Learning
Website	Office of Administrative Law
Website	Universal Prekindergarten, California's Great Start
Website	CSBA District and County Office of Education Legal Services
Website	California Commission on Teacher Credentialing
Website	California Association for the Education of Young Children
Website	California Department of Education, Early Education Division

Website	California Department of Education, Early Education Management Bulletins
Website	California Head Start Association
Website	California School-Age Consortium
Website	National Association for the Education of Young Children
Website	U.S. Department of Health and Human Services
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education
Website	California Department of Public Health

Cross References

Code	Description
0000	Vision
0100	Philosophy
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools

3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3312	Contracts
3523	Electronic Signatures
3523	Electronic Signatures
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4131	Staff Development
4161.2	Personal Leaves
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files

4231	Staff Development
4261.2	Personal Leaves
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
4361.2	Personal Leaves
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111.1	District Residency
5111.1	District Residency
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations

5141.31	Immunizations
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6184	Continuation Education

6184	Continuation Education
7110	Facilities Master Plan

Policy 5148.2: Before/After School Programs

Status: ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** 12/01/~~2022~~2024 | **Last Reviewed Date:** 12/01/~~2022~~2024

CSBA NOTE: The following ~~optional~~ policy is for use by districts providing expanded learning opportunities beyond the regular school day, including before-school, after-school, summer, vacation, and/or intersessional programs, and should be revised to reflect the program(s) offered by the district. For eligible programs in grades ~~TK-~~Transitional Kindergarten (TK)-9, the district may apply for funding from the state's After School Education and Safety Program (ASES) (Education Code 8482-8484.65) and/or the federal 21st Century Community Learning Centers Program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176). The federal 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) (Education Code 8420-8428; 20 USC 7171-7176) provides funding for eligible programs in grades 9-12. These programs are optional and have different requirements. See the accompanying administrative regulation for major requirements of each program, including **mandated** policy language regarding late arrival and early dismissal for students participating in ASES.

Education Code 46120~~, as amended by AB 181 (Ch. 52, Statutes of 2022) and AB 185 (Ch. 571, Statutes of 2022),~~ provides for the Expanded Learning Opportunities ~~(ELO)~~ Program (ELO) and allocates funding to districts under a formula based on a district's average daily attendance and percentage of unduplicated students, defined as any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. ~~For the 2022-23 school year, districts receiving funds are required to offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students. Commencing with the 2023-24 school year, districts~~Districts with a prior fiscal year local control funding formula ~~(LCFF)~~ unduplicated pupil percentage ~~(UPP)~~ of ~~at least~~less than 75 percent are required to offer access to ELO ~~programs~~ to all unduplicated students in classroom-based ~~students~~instructional programs in grades TK-6, inclusive, and ~~to~~ ensure that access is provided to any unduplicated student whose parent/guardian requests placement in ~~an ELO program. Commencing with the 2023-24 school year, districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs to all unduplicated students in grades TK-6, inclusive, and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO program.~~ELO. Pursuant to Education Code 46120, on school days, ELO ~~programs~~ must include in-person before or after school programs and, on non-school days, intersessional programs of specified lengths of time as described below and in the accompanying administrative regulation. Student participation in ~~an~~ ELO ~~program~~ is optional; however, districts may not opt out of ~~the~~providing ELO ~~Program.~~

~~See the accompanying administrative regulation for major.~~

Pursuant to Education Code 46120, as amended by SB 114 (Ch. 48, Statutes of 2023), a district may contract with a third-party to provide ELOs, and that third-party is required to comply with applicable child care facility license requirements ~~of each program.~~including when serving children who do not participate in ASES, 21st CCLC, or ELO. Pursuant to Education Code 46120, as amended by AB 176 (Ch. 998, Statutes of 2024), an ELO operated by a third-party that holds a child daycare facility license or special permit, as of June 1, 2023, is required to maintain that license or permit capacity as a requirement of contracting for ELOs until June 30, 2025.

The California Department of Education (CDE) monitors, through its Federal Program Monitoring (FPM) process, Expanded Learning Division grants including before-school, after-school, summer/supplemental, equitable access, ASES transportation, and ELO.

The following policy is applicable to ~~all four programs~~ASES, 21st CCLC, ASSETS and ELO, unless otherwise noted, and may be adapted by districts that offer other programs through district funding or alternative sources. If the district does not offer any programs beyond the regular school day, it may modify the following policy as appropriate.

The Governing Board desires to provide learning opportunities for students beyond the regular school day that support the regular education program in a supervised environment. ~~In order to increase academic achievement of participating students, the~~The content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

CSBA NOTE: The following paragraph reflects requirements related to collaborative planning for the programs offered by the district. ~~The~~ ASES ~~program~~ (Education Code 8482.5), ASSETs ~~program~~ (Education Code 8422), 21st CCLC ~~program~~ (Education Code 8484.75), and ELO ~~program~~ (Education Code 46120) have different collaboration requirements; see the accompanying administrative regulation.

Each program offered by the district shall be planned through a collaborative process as required by law. (Education Code 8422, 8482.5, 8484.75, 46120)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. ~~Pursuant to Education Code 46120, districts are required to prioritize ELO programs at school sites in the lowest income communities, as determined by prior year percentages of students eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with ELO programs across their attendance area. In addition, pursuant~~Pursuant to Education Code 8482.5, in awarding funding for ASES programs, the state gives priority to schools with at least 50 percent of students eligible for free or reduced-price meals. Pursuant to 20 USC 7174, funding for the 21st CCLC and ASSETs programs is restricted to schools receiving federal Title I funding. ~~In addition~~Additionally, 20 USC 7174 and Education Code 8422 and 8484.8 give competitive priority for these federal programs to applications jointly submitted by school districts and community organizations for programs that (1) are located in schools that are implementing comprehensive or targeted support and improvement activities pursuant to 20 USC 6311 or other schools determined by the district to be in need of intervention and support to improve student academic achievement and other outcomes~~;~~, (2) serve students at risk for academic failure, dropping out of

school, involvement in criminal or delinquent activities, or lacking strong positive role models~~;~~, (3) provide activities not otherwise accessible to participating students or expand accessibility to high-quality services that may be available in the community~~;~~, (4) continue or expand existing grants~~;~~, and (5) for 21st CCLC programs, provide year-round expanded learning programming. For a further description of competitive priority for funding, see ~~the California Department of Education's (CDE) "21st CCLC and ASSETs FAQs" and "Request for Applications for 21st CCLC & ASSETs."~~CDE's, "After School Education and Safety, 21st Century Community Learning Centers, 21st Century High School After School Safety Enrichment for Teens Grant Programs Frequently Asked Questions," and, "Expanded Learning Funding Opportunities," available on its website.

The district shall prioritize offering Expanded Learning Opportunities Programs (ELO) at school sites in the lowest income communities, as determined by prior year percentages of students eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with ELOs across their attendance area. (Education Code 46120)

To the extent feasible, the district shall give priority to establishing expanded learning opportunities beyond the regular school day in low-performing schools and/or programs that serve low-income and other at-risk students.

CSBA NOTE: Pursuant to Education Code 46120, as amended by SB 153 (Ch. 38, Statutes of 2024), districts are required, beginning with the 2025-26 fiscal year, to annually declare to CDE their operational intent to run an ELO in accordance with instructions and forms that will be furnished by the Superintendent of Public Instruction.

Any expanded learning opportunities, including but not limited to After School Education and Safety ~~Program~~ (ASES), 21st Century Community Learning Center ~~Program~~ (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens ~~Program~~ (ASSETs), ~~Expanded Learning Opportunities Program~~ (ELO)~~,~~ or any other program to be established pursuant to Education Code 8421, 8482.3, 8484.75, or 46120, shall be approved by the Board. Additionally, the Board shall declare its operational intent to run an ELO to the Superintendent of Public Instruction as specified in Education Code 46120.

CSBA NOTE: The following optional paragraph is applicable to all programs. Pursuant to Education Code 8483.4 (applicable to ASES, 21st CCLC, and ELO ~~programs~~), the program administrator is required to establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise students meet the minimum qualifications for an instructional aide pursuant to district policies; see the accompanying administrative regulation. A district offering an ASSETs program must establish its expectations for staff qualifications.

The Superintendent or designee shall ensure that all staff who directly supervise students in ~~the district's~~any expanded learning ~~opportunity programs~~opportunities possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

CSBA NOTE: Pursuant to Education Code 46120, as amended by SB 153, ELO funds may also be used to support attendance recovery programs when attendance recovery is operated by the district in conjunction with, and on the same school site as, its ELO. For more information on attendance

recovery programs, see BP/AR 5113.1 – Chronic Absence and Truancy and BP 5147 – Dropout Prevention.

Each before-school, after-school, summer, vacation or intersessional expanded learning opportunity ~~program~~ shall include academic and enrichment elements in accordance with law and administrative regulation. ~~In addition~~, and may be used in conjunction with attendance recovery programs. Additionally, each program may include support services that reinforce the educational component and promote student health and well-being.

CSBA NOTE: Education Code 8482.6 (applicable to ASES, 21st CCLC, and ELO ~~programs~~) and Education Code 8422 (applicable to ASSETs programs) authorize the district to charge fees to participating families, with certain exceptions as described below.

Option 1 below is for use by districts that choose not to charge family fees. Option 2 is for use by districts that will charge a permissible family fee to cover unfunded costs of the program.

OPTION 1: (For districts that do not charge family fees)

No fee shall be charged for participation in the program.

OPTION 1 ENDS HERE

OPTION 2: (For districts that charge permissible family fees)

A family fee may be charged to participating families based on the actual cost of services.

CSBA NOTE: The following paragraph is for use by districts selecting Option 2 that offer an ASSETS program, and may be modified to reflect any program(s) offered by the district. Pursuant to Education Code 8422, ASSETs programs that charge fees to participating families are required to waive or reduce the fees for families with students who are eligible for free or reduced-price meals.

However, for the ASSETs program, a family fee shall be waived or reduced for families with students who are eligible for free or reduced-price meals. (Education Code 8422)

CSBA NOTE: The following paragraph is for use by districts selecting Option 2 that offer ~~an~~ ASES, 21st CCLC ~~program~~, and/or ELO ~~program~~, and may be modified to reflect any program(s) offered by the district. Pursuant to Education Code 8482.6, family fees may not be charged for these programs for a student who is eligible for free or reduced-price meals or if the district knows the participating student is ~~a homeless youth~~experiencing homelessness or in foster care. ~~In addition~~Additionally, a program that charges such fees is required to schedule fees on a sliding scale that considers family income and ability to pay. CDE, through its FPM process, will review whether the district has policy(ies) in place to waive or reduce the income collected for youth eligible for free and reduced-price meals and that the program is not charging youth who are identified as experiencing homelessness or foster youth.

For ASES, 21st CCLC, and/or ELO ~~s programs~~, no fee shall be charged for a student who is eligible for free or reduced-price meals, or a student ~~who the district knows is a homeless~~

~~youth~~experiencing homelessness, or in foster care. ~~In addition, family~~Family fees shall be calculated on a sliding scale that considers family income and ability to pay. (Education Code 8482.6, 46120)

OPTION 2 ENDS HERE

CSBA NOTE: The remainder of this policy is for use by districts that selected either Option 1 or 2 above.

The following optional paragraph is for use by districts with programs serving students ages 11-12 years. Welfare and Institutions Code 10273, provides that the preferred placement for students ages 11-12 years is in a before-school or after-school program rather than in subsidized child care and development services. When subsidized child care services are also available, students ages 11-12 years will be eligible for subsidized child care services only for the portion of care that is not available in a before-school or after-school program. See AR 5148 - Child Care and Development.

Eligible students who are 11 or 12 years of age shall be placed in a before-school or after-school program, if and when available, rather than subsidized child-care and development services. During the time that the before-school or after-school program does not operate, such students may be provided the option of enrolling in child-care and development services in accordance with the enrollment priorities established in ~~AR~~Administrative Regulation 5148 - Child Care and Development. (Welfare and Institutions Code 10273)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

To assist in evaluations of program effectiveness, the district may refer to ~~the~~ CDE's, "Quality Standards ~~for Expanded Learning in California: Creating~~ and ~~Implementing~~ a ~~Shared Vision of~~Continuous Quality." ~~In addition, CDE's, "A Crosswalk Between the~~ Improvement (CQI)," and, "Guidance for a Quality ~~Standards for Expanded Learning and Program Quality Assessment Tools" describes~~Improvement Process," which describe available assessment tools that are closely aligned with the program standards.

To the extent consistent with state and federal privacy laws, Education Code 8484.1 authorizes the district to share specified student data (i.e., school day attendance data, statewide assessment scores, English language development test placement or reclassification scores, California Healthy Kids Survey results in aggregate form, student engagement and behavioral data, and other academic measures, including grades and course completion) with the operator of an after-school program with which the district has a contract that includes a confidentiality agreement. ~~The district should~~It is recommended that districts consult ~~with CSBA~~CSBA's District and County Office of Education Legal Services or district legal counsel ~~if it has any~~with questions ~~regarding~~about the sharing of student data.

~~In addition~~Additionally, Education Code 8427 and 8484 require the after-school program to submit data on school and program attendance and program quality to ~~the~~ CDE; see the section "Reports" in the accompanying administrative regulation.

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may

include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

CSBA NOTE: The following paragraph is for use by districts that offer ~~an~~ ASES, 21st CCLC, and/or ELO ~~program~~, and may be adapted by districts that offer ASSETs or other programs. Pursuant to Education Code 8482.3 and 46120, a district that offers ~~an~~ ASES, 21st CCLC, and/or ELO ~~program~~ is required to review program goals, program content, and outcome measures, selected from among those listed in Education Code 8484, every three years and to retain documentation for five years. CDE, through its FPM process, will review whether the program plan has been approved by the Governing Board in a public meeting and posted on the district's website.

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years~~.~~ in accordance with law and as specified in Board Policy/Administrative Record 3580 – District Records and Board Policy/Administrative Record 5125 – Student Records. (Education Code 8482.3, 46120)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17264	New construction; accommodation of before- and after-school programs
Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 41422	Emergency conditions
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded learning opportunities
Ed. Code 48850	Intersession program; priority access to student experiencing homelessness
Ed. Code 48853.5	Intersession program; priority access to foster youth
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards

Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8273.1	Family fees; exemptions
Ed. Code 8281.5	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8295-8305	Child development program; personnel qualifications
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century High School After School Safety and Enrichment Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program
W&I Code 10207-10492.2	Child Care and Development Services Act
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12

Federal	**Description**
20 USC 6311	State plan
20 USC 6314	Title I schoolwide program
20 USC 7171-7176	21st Century Community Learning Centers
42 USC 11434a	Education for homeless children and youths
42 USC 1766-1766a	Child and Adult Care Food Program
7 CFR 226.17	Child care center nutrition standards

Management Resources	**Description**
California Department of Education Publication	Expanded Learning Programs Federal Program Monitoring Instrument (https://www.cde.ca.gov/ta/cr/)
California Department of Education Publication	Early Release and Late Arrival Guidance, rev. December 2021 (https://www.cde.ca.gov/ls/ex/earlyreleguidance.asp)
California Department of Education Publication	Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for

	Expanded Learning Programs in California, January 2022 (https://www.cde.ca.gov/ls/ex/qualityimprovinstuct.asp)
~~California Department of Education Publication~~	~~21st CCLC and ASSETs FAQs, October 2022~~
California Department of Education Publication	~~Request for Applications: 21st Century Community Learning Centers and After School Safety and Enrichment for Teens, September 2022~~After School Education and Safety, 21st Century Community Learning Centers, 21st Century High School After School Safety Enrichment for Teens Grant Programs, Frequently Asked Questions, November 2022 (https://www.google.com/url?client=internal-element-cse&cx=007899273231353282595:rooj8qfkg0k&q=https://www.cde.ca.gov/ls/ex/documents/asestwentyfirstassests.docx&sa=U&ved=2ahUKEwiwwr7J6uGIAxUuGEQIHewAHRwQFnoECAAQAQ&usg=AOvVaw3eyKDsiM-aEZz9_E2sQ8TO)
California Department of Education Publication	Expanded Learning Funding Opportunities (https://www.cde.ca.gov/ls/ex/fundingop.asp#centurycommunitylearningcenters21st)
California Department of Education Publication	Expanded Learning Opportunities Program FAQs, ~~July 2022~~May 2024 (https://www.cde.ca.gov/ls/ex/elofaq.asp)
California Department of Education Publication	Quality Standards ~~for Expanded Learning in California: Creating~~ and ~~Implementing~~ a ~~Shared Vision of Quality, 2014~~CQI, December 2023 (https://www.cde.ca.gov/ls/ex/qualstandcqi.asp)
California Department of Education Publication	~~A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014~~Guidance for a Quality Improvement Process, March 2024 (https://www.cde.ca.gov/ls/ex/cqiguidance.asp)
California Department of Education Publication	California After School Physical Activity Guidelines, 2009 (https://www.cde.ca.gov/ls/ex/documents/paguidelines.pdf)
U.S. Department of Education Publication	Nita M. Lowey 21st Century Community Learning Centers Program, Title IV, Part B of the Elementary and Secondary Act of 1965, Nonregulatory Guidance, ~~February 2003~~September 2024 (https://www.ed.gov/sites/ed/files/2024-09/OESE%2021st%20CCLC%20Non-Regulatory%20Guidance%202024.pdf)
Website	California Afterschool Network

Website	California Child and Adult Care Food Program
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Expanded Learning
Website	U.S. Department of Agriculture
Website	California School-Age Consortium
Website	Partnership for Children and Youth
Website	California Healthy Kids Survey
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements

1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3516.5	Emergency Schedules
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3580	District Records
3580	District Records
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development

4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4331	Staff Development
5030	Student Wellness
5113.1	Chronic Absence and Truancy
5125	Student Records
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.23	Asthma Management
5141.23	Asthma Management
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards

6020	Parent Involvement
6020	Parent Involvement
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes

6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction

Regulation 5148.2: Before/After School Programs

Status: ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** 12/~~01/2022~~1/2024 | **Last Reviewed Date:** 12/01/~~2022~~2024

~~CSBA NOTE:~~CSBA NOTE: The following administrative regulation is **mandated** for use by districts providing expanded learning opportunities beyond the regular school day, including before-school, after-school, summer, vacation, and/or intersessional programs, and should be revised to reflect the program(s) offered by the district. The district should revise the following administrative regulation to reflect the expanded learning opportunity programs, including before and/or after school program(s), it offers and the grade levels at which the programs are offered. In addition to the program requirements described below, before-school and after-school programs may be subject to other district policies such as BP/AR 5148 - Child Care and Development, AR 3514.2 - Integrated Pest Management, and BP/AR 3550 - Food Service/Child Nutrition Program. ~~The~~ It is recommended that the district ~~should~~ consult ~~CSBA~~CSBA's District and County Office of Education Legal Services or district legal counsel ~~if it has~~with questions regarding the applicability of other laws to the district's programs.

The California Department of Education (CDE) monitors, through its Federal Program Monitoring process, Expanded Learning Division grants including before-school, after-school, summer/supplemental, equitable access, After School Education and Safety Program (ASES) transportation, and Expanded Learning Opportunities Program (ELO), the requirements of which are reflected throughout this administrative regulation.

Definitions

Expanded learning opportunities means before school, after school, summer, vacation, and/or ~~intersessional~~intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Expanded learning opportunities does not mean an extension of instructional time, but rather, opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. (Education Code 8482.1, 46120)

Intersession program means an expanded learning program offered by a district on non-school days, including, but not limited to, summer school. (Education Code 48853.5)

Offer access, with regard to an Expanded Learning Opportunities Program (ELO~~) program,~~), means to recruit, advertise, publicize, or solicit through culturally and linguistically effective and appropriate communication channels. (Education Code 46120)

Provide access, with regard to an ELO ~~program~~, means to ~~register or~~ enroll a student in an ELO ~~program.~~. If a parent/guardian has a signed an ELO registration form and that form is on file, the

student shall be considered enrolled in the ELO. (Education Code 46120)

Unduplicated student means a student enrolled in a district who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. (Education Code 42238.02, 46120)

Grades ~~TK~~Transitional Kindergarten-9

CSBA NOTE: The following section is for use by districts providing before-school and/or after-school programs funded by the state ~~After School Education and Safety Program (ASES)~~ASES (Education Code 8482-8484.65), the federal 21st Century Community Learning Center Program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176), or the ~~Expanded Learning Opportunities Program~~ (state ELO) (Education Code 46120).

ASES and 21st CCLC programs serve students who are in grades ~~K~~kindergarten-9 in an elementary, middle, or junior high school. ELOs serve students who are in grades Transitional Kindergarten (TK)-6. CDE's webpage, "Expanded Learning Opportunities Program FAQs," states that once the minimum requirements providing an ELO are met, districts may provide access to additional grade spans in elementary, middle, and secondary students, and/or provide expanded hours of programming.

The district's After School Education and Safety Program (ASES) ~~program~~ or 21st Century Community Learning Center Program (21st CCLC) ~~program~~ shall serve students in any of grades Transitional Kindergarten (TK~~-~~)-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

The district's ELO ~~program~~ shall serve students in grades TK-6. (Education Code 46120)

CSBA NOTE: The following paragraphs reflect the extent to which ~~a~~ before/after school programs, including ASES, 21st CCLC and ELO ~~programs~~, require collaborative planning. Districts may revise the following paragraphs to reflect programs offered by the district.

The district's programs shall be planned through a collaborative process that includes parents/guardians, students, ~~and~~ representatives of participating schools, governmental agencies, including city and county parks and recreation departments, local law enforcement, community organizations, and the private sector. As appropriate, the Superintendent or designee may include other stakeholders in such collaborative process. (Education Code 8422, 8482.5, 8483.3, 8484.75, 46120)

CSBA NOTE: Education Code 46120~~, as amended by AB 181 (Ch. 52, Statutes of 2022) and AB 185 (Ch. 571, Statutes of 2022),~~ provides for ~~the~~ ELO ~~program~~ and allocates funding to districts under a formula based on a district's percentage of unduplicated students and average daily attendance. ~~For the 2022-23 school year, districts receiving funds are required to offer access to~~

~~ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students. Commencing with the 2023-24 school year, districts~~Districts with a prior fiscal year local control funding formula (LCFF) unduplicated pupil percentage (UPP) of ~~at least 75 percent are required to offer access to ELO programs to all classroom-based students in grades TK-6, and to ensure that access is provided to any student whose parent/guardian requests placement in an ELO program. Commencing with the 2023-24 school year, districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs~~less than 75 percent are required to offer access to an ELO to all unduplicated students in grades TK-6 and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO ~~program~~. Districts are required to prioritize services at school sites in the lowest income communities, as determined by prior year percentages of students eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with ~~ELO programs~~ELOs across their attendance area.

The following paragraph is for districts that receive ELO funds and should be deleted by districts that do not receive such funds. ~~However, the California Department of Education's (CDE),~~CDE's webpage, "Expanded Learning Opportunities Program FAQs," clarifies that districts that ~~receive funds for~~ serve classroom-based instructional programs ~~that serve~~in grades TK-~~-~~6, not including a charter school established pursuant to Education Code 47605.5, are eligible for ELO funding, and that districts cannot opt-out of the ELO ~~program~~ funding.

~~For the 2022-23 school year, the~~The district shall offer access to ELO ~~programs~~ to all unduplicated students in grades TK-6 and provide access to such ~~programs~~program to at least 50 percent of enrolled unduplicated students. (Education Code 46120)

CSBA NOTE: ~~Beginning with the 2023-24 school year,~~ Option 1 below is for use by districts with a prior fiscal year LCFF UPP of at least 75 percent. Option 2 is for districts with a prior fiscal year LCFF UPP of less than 75 percent.

OPTION 1: (For districts with a prior fiscal year local control funding formula unduplicated pupil percentage of at least 75 percent)

~~Commencing with the 2023-24 school year, the~~The district shall offer access to ~~the~~ ELO ~~program~~ to all classroom-based students in grades TK-6. The district shall provide access to any student whose parent/guardian requests placement in an ELO ~~program.~~.

OPTION 1 ENDS HERE

OPTION 2: (For districts with a prior fiscal year local control funding formula unduplicated pupil percentage of less than 75 percent)

The district shall offer access to ~~the~~ ELO ~~program~~ to all classroom-based unduplicated students in grades TK-6. The district shall provide access to any unduplicated student whose parent/guardian requests placement in an ELO ~~program~~.

OPTION 2 ENDS HERE

CSBA NOTE: Pursuant to Education Code 46120, a district is required to provide transportation to any student who attends a school that is not operating an ELO to attend at a location that is providing an ELO, and to return to the original location or another location that is established by the district. CDE's, "Expanded Learning Opportunities Program FAQs," further states that transportation should not be a barrier to ELO participation and that the ELO should be created as universally available and accessible to students.

The district shall provide transportation to any student who attends a school that is not operating an ELO so that the student may attend at a location that is providing an ELO and return to the original location or another location that is established by the district. (Education Code 46120)

CSBA NOTE: The California Prekindergarten Planning and Implementation Grant Program, established pursuant to Education Code 8322, provides for a state early learning initiative with the goal of expanding access to classroom-based prekindergarten programs. See BP 6170.1 - Transitional Kindergarten.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of children and their families as specified in ~~BP~~Board Policy 6170.1 - Transitional Kindergarten. (Education Code 8322)

CSBA NOTE: Pursuant to Education Code 8484.75, programs funded through ~~the~~ 21st CCLC ~~program~~ are generally subject to the same program requirements applicable to ASES ~~programs~~, with the exception of specified provisions primarily related to allocation of funds, collaboration, and data collection. In contrast, ~~ELO~~ ~~programs~~ELOs are explicitly subject to some, but not all, of the ASES program requirements pursuant to Education Code 46120. However, ~~the California Department of Education's (CDE),~~CDE's webpage, "Expanded Learning Opportunities FAQs," emphasizes that districts are expected to uniformly apply the stricter ASES requirements to all programs since ASES, 21st CCLC, and ELO ~~programs~~ should be considered a single, comprehensive program. As such, the following section reflects the expectation that ~~ELO~~ ~~programs~~ELOs will comply with all the requirements for ASES and 21st CCLC programs.

The following section applies to ASES, 21st CCLC, and ELO programs, except where otherwise noted, and should be revised to reflect the program(s) offered by the district.

The district's ASES, 21st CCLC, and ELO program(s) shall be operated in accordance with the following:

1. Program Elements

   a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science~~.~~ (Education Code 8482.3, 8484.75, 46120)

CSBA NOTE: Education Code 8482.3 requires that the program include an educational enrichment component, which may include physical fitness. Pursuant to Education Code 8483.55 and 8484.8,

CDE has developed voluntary , "California After School Physical Activity Guidelines," which are available on its ~~web site~~website.

b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities~~.~~ (Education Code 8482.3, 8484.75, 46120)

CSBA NOTE: Pursuant to Education Code ~~84838~~8482.3, ~~expanded learning opportunity programs~~districts are required to offer a nutritional snack, meal, or both~~.~~ ~~Education Code 8482.3 requires~~ that ~~such snacks or meals~~ conform to applicable state or federal nutrition standards. Reimbursement for providing snacks is available through the National School Lunch Program and the Child and Adult Care Food Program (CACFP) for participating districts. Pursuant to the Healthy, Hunger-Free Kids Act of 2010 (42 USC 1766-1766a), after-school programs participating in the at-risk after-school care component of the CACFP may be reimbursed for serving full meals. Further information is available on ~~the web sites of CDE~~CDE's and the U.S. Department of ~~Agriculture~~Agriculture's websites.

2. Nutrition

a. Snacks or meals made available in the program shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable~~.~~ (Education Code 8482.3, 8484.75, 46120; 42 USC 1766-1766a; 7 CFR 226.17)

b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants~~.~~ (Education Code 8483.1, 8484.75)

CSBA NOTE: Education Code 8482.3 provides that a program may be offered at one or multiple school sites. Program applications and U.S. Department of ~~Education~~Education's (USDOE) September 2024 nonregulatory guidance, "Nita M. Lowey 21st Century Community Learning Centers Program," state that programs may be located off campus as long as the facility is as available and accessible to students as if it were located at a school. Regardless of whether the program takes place in a school building or other facility, an applicant must (1) assure that it will provide a safe and easily accessible facility and (2) describe how it will address the transportation needs of participating students, including the needs of highly mobile students such as students experiencing homelessness, migratory students, or foster youth.

3. Location of Program

a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility~~.~~ (Education Code 8482.3, 8484.75~~)~~

b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site.

Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8, 8484.75)

i. Fewer than 20 students participating in the program component

ii. Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

iii. A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8, 8484.75)

4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 8484.75, 45330, 45344, 45344.5)

CSBA NOTE: Pursuant to Education Code 8483.4, program staff and volunteers are required to meet health screening and fingerprint clearance requirements.

Education Code 49024 provides that the requirement to obtain an Activity Supervisor Clearance Certificate prior to beginning a paid or volunteer position is satisfied by clearing a Department of Justice and Federal Bureau of Investigation criminal background check.

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4,

8484.75)

c. The student-to-staff ratio shall be no more than 20 to 1, except that programs serving transitional kindergartenTK or kindergarten students shall maintain a student-to-staff member ratio of no more than 10 to 1 (Education Code 8483.4, 8484.75, 46120)

5. Hours of Operation

CSBA NOTE: Pursuant to Education Code 46120, ELO programsELOs must provide in-person before or after school expanded learning opportunities offered on school days that, when added to daily instructional minutes, recess, and meals, meet certain hourly requirements, as specified. Item #5(a) and 5(b) below do not apply to ELO programsELOs offered pursuant to Education Code 46120.

a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1, 8484.75)

CSBA NOTE: Pursuant to Education Code 8483, as amended by AB 2622 (Ch. 265, Statutes of 2018), ASES programs that operate at a school site located in an area that has a population density of less than 11 persons per square mile may end operating hours not earlier than 5 p.m. The following paragraph can be revised to reflect district programs.

b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483, 8484.75)

c. An ELO program shall provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, shall not be less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day. (Education Code 46120)

6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6, 8484.75)

b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

CSBA NOTE: A district that operates an intersession program is required to grant priority access to a foster youth pursuant to Education Code 48853.5, as amended

by AB 723 (Ch. 812, Statutes of 2023), and to a student experiencing homelessness, pursuant to Education Code 48850, as amended by AB 373 (Ch. 327, Statutes of 2023). If any such student will be moving during an intersession period, the student's educational rights holder, or in the case of an American Indian student, Indian custodian, is authorized to determine which school the student attends for the intersession period.

i. First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year, to students who are identified by the program as being in foster care, and to students who are eligible for free or reduced-price meals. (Education Code 8483, 8483.1, 8484.75)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a ~~homeless~~student experiencing homelessness or foster youth, or student eligible for free or reduced price meals, of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483, 8484.75)

If a student experiencing homelessness or a foster youth will be moving during an intersession period, the student's educational rights holder, or in the case of an American Indian Student, Indian custodian, may determine which school the student attends for the intersession period. (Education Code 48850, 48853.5)

CSBA NOTE: Item #~~(~~#2~~)~~ below is for use by districts that maintain middle or junior high schools.

ii. Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1, 8484.75)

CSBA NOTE: Items #~~(~~#3~~)-(~~5~~)~~ are optional and may be revised or expanded to include enrollment priorities established by the district.

iii. Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

iv. Any remaining capacity shall be filled by students selected at random.

v. A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

CSBA NOTE: Education Code 8483 and 8483.1 express legislative intent that elementary students attend the full program day of either the before-school or after-school program every day in which they participate, and districts are **mandated** to establish a policy regarding reasonable early daily release of students from the after-school program and reasonable late arrival to a before-school program. Education Code 8483 and 8483.1 allow districts to implement a flexible attendance schedule for students in middle or junior high school. Education Code 8483.1 specifies that, for before-school programs, students who attend less than one-half of the daily program hours may not be counted for attendance purposes.

CDE's, "Early Release and Late Arrival Guidance," recommends that late arrival and early release policies be implemented by establishing codes for various reasons of early release or late arrival and includes sample codes.

In contrast, CDE's, "Expanded Learning Opportunities Program FAQ," explains that ~~ELO Programs~~ELOs offered pursuant to Education Code 46120 do not have an attendance requirement, but rather districts are encouraged to track student attendance for safety and continuous quality improvement purposes.

The following items should be revised to reflect district practice.

a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that the student participates~~.~~

An ELO ~~program~~ offered pursuant to Education Code 46120 does not have an attendance requirement, but the district may track student attendance for safety and continuous quality improvement purposes.

b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival for the before-school program or the reasonable early daily release from the after-school program~~.~~

The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

CSBA NOTE: Item #8 below is for use by districts that offer a program during summer, intersession, or vacation periods. Pursuant to Education Code 8483.76, a school that establishes a before-school or after-school program is eligible to receive a supplemental grant to operate the program in excess of 180 regular school days or during any combination of summer, weekends, intersession, or vacation periods for a maximum of 30 percent of the total grant amount awarded, per school year, to the school.

Pursuant to Education Code 46120, ~~ELO programs~~ELOs are required to offer no less than nine

hours of in-person expanded learning opportunities per day for at least 30 non-school days during ~~intersessional~~extended school year or intersession periods.

8. Summer/Intersession/Vacation Programs

~~ELO programs~~a. ELOs shall offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, during ~~intersessional periods.~~ extended school year or intersession periods (Education Code 46120)

b. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day~~.~~

An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)

c. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant~~.~~ (Education Code 8483.76)

CSBA NOTE: Pursuant to Education Code 46120, as amended by SB 141 (Ch. 194, Statutes of 2023), a district that is temporarily prevented from operating its ELO because of a school site closure due to emergency conditions specified in Education Code 8482.8 or 41422, will not be subject to penalties as a result of the emergency if the Governing Board adopts a resolution and provides documentation substantiating the need for closure. For information regarding schedule changes due to emergencies, see BP 3516.5 – Emergency Schedules.

d. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site~~. The program shall notify the California Department of Education (CDE)~~

When a district is temporarily prevented from operating an ELO because of a school or program site closure due to emergency conditions specified in Education Code 8482.8 or 41422, the Superintendent or designee shall complete and submit to the California Department of Education (CDE) any necessary forms or records substantiating the need for closure, including a resolution adopted by the Governing Board. (Education Code 46120)

The program shall notify CDE of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education

Code 8483.76)

e. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day~~.~~ (Education Code 8483.76)

CSBA NOTE: Education Code 8483.76 **mandates** that a district operating a six-hour program adopt an attendance and early release policy for the program that is consistent with the district's early release policy for the regular school day; see ~~item~~Item #7 above. This policy must be included in the program plan submitted to CDE.

f. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in ~~item~~Item #7 above shall apply~~.~~ (Education Code 8483.76)

Grades 9-12

CSBA NOTE: The following section is for use by districts providing before-school and/or after-school programs funded through 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) ~~program~~ (Education Code 8420-8428; 20 USC 7171-7176).

Pursuant to Education Code 46120, districts may, but are not required to, serve students in grades 7-12 in ~~ELO~~ ~~programs~~ELOs.

The district's 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) ~~program~~ shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)

CSBA NOTE: The following paragraph reflects the collaborative planning requirements for the ASSETs program.

The district's ASSETs program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422)

The program shall be operated in accordance with the following guidelines:

1. Program Elements

a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)

i. Tutoring

ii. Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content

iii. Homework assistance

iv. College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460

b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)

i. Community service

ii. Career and technical education

iii. Job readiness

iv. Opportunities for mentoring and tutoring younger students

v. Service learning

vi. Arts

vii. Computer and technology training

viii. Physical fitness

ix. Recreation activities

CSBA NOTE: Education Code 8423 requires the ASSETs program to include a physical activity element. See CDE's, "California After School Physical Activity Guidelines."

c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)

d. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)

e. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)

2. Location of Program

a. The district's program may operate on one or multiple school sites or at another location approved by CDE. (Education Code 8421)

b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

3. Hours of Operation

a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)

b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

Volunteers

CSBA NOTE: The following optional section is for use by districts that choose to create a registry of volunteer after-school physical recreation instructors or other volunteers pursuant to Education Code 35021.3, and may be used by districts that provide an ASES, 21st CCLC, ASSETs, ELO, or any other local program. When the district opts to use a registry created by a county office of education pursuant to Education Code 35021.3 rather than develop its own, the following section may be revised to inform district staff about the county registry and encourage its use.

Pursuant to Education Code 35021.3, after-school instruction in physical recreation provided by a volunteer does not count toward satisfaction of physical education requirements pertaining to the number of instructional minutes or course completion for high school graduation; see BP/AR 6142.7 - Physical Education and Activity and BP 6146.1 - High School Graduation Requirements.

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

CSBA NOTE: Education Code 35021.3 requires volunteers to submit to a criminal background check and authorizes, but does not require, the district to contribute funds to pay for all or part of the background check. Pursuant to Education Code 35021.3, the district may expand the following paragraph to impose additional requirements on volunteers (e.g., certification in cardiopulmonary resuscitation).

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. The volunteer shall also submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

CSBA NOTE: The following section applies to ASES, 21st CCLC, and ASSETs programs.

Pursuant to Education Code 8426 and 8484, CDE may terminate a grant if, for three consecutive years, the program fails to demonstrate measurable program outcomes or fails to attain 75 percent of its proposed attendance levels. For this purpose, CDE may consider a comparison of participating and nonparticipating students at the same school site or other factors.

The Superintendent or designee shall annually submit to CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

CSBA NOTE: Education Code 8427 requires programs to submit evidence of a program quality improvement process that is based on standards developed by CDE. Such program quality standards can be found in CDE's, "Quality Standards ~~for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality."~~and Continuous Quality Improvement (CQI)," available on its website.

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

Policy Reference UPDATE Service
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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17264	New construction; accommodation of before- and after-school programs
Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 41422	Emergency conditions
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded learning opportunities
Ed. Code 48850	Intersession program; priority access to student experiencing homelessness
Ed. Code 48853.5	Intersession program; priority access to foster youth
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards
Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8273.1	Family fees; exemptions
Ed. Code 8281.5	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8295-8305	Child development program; personnel qualifications
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century High School After School Safety and Enrichment Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program

Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program
W&I Code 10207-10492.2	Child Care and Development Services Act
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12

Federal	**Description**
20 USC 6311	State plan
20 USC 6314	Title I schoolwide program
20 USC 7171-7176	21st Century Community Learning Centers
42 USC 11434a	Education for homeless children and youths
42 USC 1766-1766a	Child and Adult Care Food Program
7 CFR 226.17	Child care center nutrition standards

Management Resources	**Description**
California Department of Education Publication	Expanded Learning Programs Federal Program Monitoring Instrument (https://www.cde.ca.gov/ta/cr/)
California Department of Education Publication	Early Release and Late Arrival Guidance, rev. December 2021 (https://www.cde.ca.gov/ls/ex/earlyreleguidance.asp)
California Department of Education Publication	Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, January 2022 (https://www.cde.ca.gov/ls/ex/qualityimprovinstuct.asp)
~~California Department of Education Publication~~	~~21st CCLC and ASSETs FAQs, October 2022~~
California Department of Education Publication	~~Request for Applications: 21st Century Community Learning Centers and After School Safety and Enrichment for Teens, September 2022~~After School Education and Safety, 21st Century Community Learning Centers, 21st Century High School After School Safety Enrichment for Teens Grant Programs, Frequently Asked Questions, November 2022 (https://www.google.com/url?client=internal-element-cse&cx=007899273231353282595:rooj8qfkg0k&q=https://www.cde.ca.gov/ls/ex/documents/asestwentyfirstassests.docx&sa=U&ved=2ahUKEwiwwr7J6uGIAxUuGEQIHewAHRwQFnoECAAQAQ&usg=AOvVaw3eyKDsiM-aEZz9_E2sQ8TO)

California Department of Education Publication	Expanded Learning Funding Opportunities (https://www.cde.ca.gov/ls/ex/fundingop.asp#centurycommunitylearningcenters21st)
California Department of Education Publication	Expanded Learning Opportunities Program FAQs, ~~July 2022~~May 2024 (https://www.cde.ca.gov/ls/ex/elofaq.asp)
California Department of Education Publication	Quality Standards ~~for Expanded Learning in California: Creating~~ and ~~Implementing a Shared Vision of Quality,~~ ~~2014~~CQI, December 2023 (https://www.cde.ca.gov/ls/ex/qualstandcqi.asp)
California Department of Education Publication	~~A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools,~~ ~~2014~~Guidance for a Quality Improvement Process, March 2024 (https://www.cde.ca.gov/ls/ex/cqiguidance.asp)
California Department of Education Publication	California After School Physical Activity Guidelines, 2009 (https://www.cde.ca.gov/ls/ex/documents/paguidelines.pdf)
U.S. Department of Education Publication	Nita M. Lowey 21st Century Community Learning Centers Program, Title IV, Part B of the Elementary and Secondary Act of 1965, Nonregulatory Guidance, ~~February 2003~~September 2024 (https://www.ed.gov/sites/ed/files/2024-09/OESE%2021st%20CCLC%20Non-Regulatory%20Guidance%202024.pdf)
Website	California Afterschool Network
Website	California Child and Adult Care Food Program
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Expanded Learning
Website	U.S. Department of Agriculture
Website	California School-Age Consortium
Website	Partnership for Children and Youth
Website	California Healthy Kids Survey
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3516.5	Emergency Schedules
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program

3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3580	District Records
3580	District Records
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4331	Staff Development
5030	Student Wellness
5113.1	Chronic Absence and Truancy
5125	Student Records
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate

5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.23	Asthma Management
5141.23	Asthma Management
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work

6159	Individualized Education Program
6159	Individualized Education Program
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction

Policy 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** 12/01/~~2023~~2024 | **Last Reviewed Date:** 12/01/~~2023~~2024

CSBA NOTE: The following ~~optional~~ policy ~~may be used~~is **mandated** for use by districts that operate their own preschool/early childhood education programs and/or collaborate to provide preschool opportunities within the community. See the accompanying administrative regulation for mandated language regarding (1) written admissions policies and procedures and (2) fees for field trips and/or parent/guardian provision of diapers.

CSBA's publications, "The Preschool Landscape in California and Strategies for Expansion," and, "The Importance of Early Childhood Education Programs," provide information about the characteristics of effective preschool programs and actions that the district and Governing Board can take to encourage and/or provide high-quality preschool education. Additionally, the California Department of Education (CDE) has developed a Universal Prekindergarten resources website, "Universal Prekindergarten (UPK), California's Great Start," designed for use by districts that operate California State Preschool Programs (CSPP), Head Start programs, and/or transitional kindergarten (TK).

~~Education Code 60910 requires CDE, beginning July 1, 2024, to collect data regarding each student enrolled in a district operated CSPP, including all applicable data elements that are collected for TK students pursuant to Education Code 48000.~~

Pursuant to Education Code 8207, CSPPs include part- and full-day, age and developmentally appropriate programs, designed to facilitate the transition to kindergarten for three- and four-year-old children, and as amended by SB 163 (Ch. 73, Statutes of 2024), two-year-old children. Pursuant to Education Code 8207.1, as added by SB 163, a district operating a CSPP, may, but is not required to, enroll interested eligible two-year-old children. However, a district's CSPP may not serve any two-year-old children on or after July 1, 2027, unless the district was serving those two-year-old children before July 1, 2027.

Education Code 8320 establishes the California Universal Preschool Planning Grant Program, with the goal of expanding access to preschool programs for ~~3-year old~~three- and ~~4~~four-year-old children universally across the state, through a mixed-delivery system by a variety of providers, programs, and settings such as Head Start agencies and other public, private, or proprietary agencies. Under the program, grants are awarded per county, based on collaborative planning among the local child care and development planning council, ~~school~~ districts and other local educational agencies, public and private agencies, and other community members, to ensure that activities conducted under the grant meet community needs for universal preschool in a mixed-delivery system which are not already addressed.

Education Code 8281.5 established the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative with the goal of expanding access to classroom-based prekindergarten programs ~~at districts. The program allocates funding to all districts that operate kindergarten programs through minimum base grants, enrollment grants based on a district's kindergarten enrollment, and supplemental grants based on a district's percentage of unduplicated students.~~ Grant funds may be used for costs associated with creating or expanding CSPP ~~programs~~ or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the district, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. ~~Allowable costs include, but are not necessarily limited to, planning costs, hiring and recruitment costs, staff training and professional development, classroom materials, and supplies. Since funds for this program have already been granted, CDE is authorized, pursuant to SB 114 (Ch. 48, Statutes of 2023), to allocate or prorate unexpended funds from the California Prekindergarten Planning and Implementation Grant Programs to districts for costs associated with the educational expenses of current and future CSPP, TK, and kindergarten professionals that support their attainment of required credentials, permits, or professional development in early childhood instruction or child development, including developing competencies in serving inclusive classrooms and dual language learners.~~

Additionally, preschool programs may also receive funding through the state migrant child care and development program (Welfare and Institutions Code 10235-10238), child care and development services for children with exceptional needs program (Welfare and Institutions Code 10260-10263), federal Head Start program (42 USC 9831-9852c), Title I preschool program (20 USC 6311-6322), or other funding sources available to the district.

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development and acquisition of instructional knowledge, skills, and abilities. The Board desires to provide a supervised and cognitively rich learning environment designed to facilitate the transition to kindergarten for two-, three-, and four-year-old children.

CSBA NOTE: The following optional paragraphs may be used by all districts, regardless of whether they provide their own preschool programs, and may be revised to reflect district practice.

Welfare and Institutions Code 10480-10487 establish county-level child care and development planning councils, with members selected by the County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care, including preschool programs, and to develop policies to meet identified needs; see BP 5148 - Child Care and Development. Such councils may also develop centralized student eligibility lists; see the section "Waiting List" in the accompanying administrative regulation.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access

to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

~~CSBA NOTE: In addition to other eligibility requirements, pursuant to 5 CCR 17745, a child and the child's parents/guardians must live in California while the child is receiving services.~~

~~To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California. However, any person identified as experiencing homelessness shall only be required to submit a declaration that the person resides in California. (5 CCR 17745)~~

~~Preschool eligibility determinations shall be made without regard to a child's immigration status or that of the child's parent(s)/guardian(s) unless the child or the child's parent(s)/guardian(s) are under a final order of deportation from the U.S. Department of Homeland Security.~~ (5 ~~CCR~~ 17745)

District Preschool Programs

CSBA NOTE: The following optional section is for use by districts that choose to provide preschool/early childhood education programs for two-, three-, and four-year-old children and should be revised to reflect district practice.

The district may contract with CDE to offer a program through the CSPP pursuant to Education Code 8200-8340. ~~Three-~~Two-, three-, and four-year-old children from low-income or otherwise disadvantaged families may be eligible for subsidized services. See the accompanying administrative regulation for major program requirements for CSPP.

~~Pursuant to Education Code 8207, CSPP programs may be part-day or full-day programs that are age and developmentally appropriate. See the accompanying administrative regulation for details.~~

~~Preschool programs may also receive funding through the state migrant child care and development program (Welfare and Institutions Code 10235-10238), child care and development services for children with special needs program (Welfare and Institutions Code 10260-10263), federal Head Start program (42 USC 9831-9852c), Title I preschool program (20 USC 6311-6322), or other funding sources available to the district.~~

Education Code 60910 requires CDE to collect data regarding each student enrolled in a district operated CSPP, including all applicable data elements that are collected for TK students pursuant to Education Code 48000. For more information about data collection, see CDE's Early Education Division Management Bulletin 24-08.

In order to support equitable access to CSPPs, Education Code 8222, as added by AB 51 (Ch. 618, Statutes of 2024), requires CDE to (1) provide prospective CSPP providers an equitable opportunity to establish a trained workforce and administrative systems, and technical assistance on how to meet the requirements of applicable regulations, (2) develop early learning resources, as specified,

and (3) develop and implement a proactive one-time three-year outreach, capacity building, training, and technical assistance plan that targets prospective and new contractors.

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

CSBA NOTE: Pursuant to Health and Safety Code 1596.792, ~~CSPP programs~~CSPPs that are operated in a school building by a school district under contract with CDE are exempted from licensure and regulation requirements of Health and Safety Code 1596.70-1597.21. However, such ~~CSPP programs~~CSPPs are required to comply with other specified health and safety requirements, including the Field Act, California Building Standards Code, requirements for kindergarten classrooms specified in 5 CCR 14001-14036, and requirements for ~~CSPP programs~~CSPPs specified in 5 CCR 17700-17833.

Education Code 8207 requires any CSPP ~~program~~ to provide early learning and care and comply with Health and Safety Code 1596.955 and all other applicable statutory and regulatory requirements, including, but not limited to, the requirement of Education Code 8205 that any child under four years of age be served only in a CSPP facility licensed in accordance with Title 22 of the California Code of Regulations. Additionally, Education Code 8207.1, as amended by AB 176 (Ch. 998, Statues of 2024), requires the Superintendent of Public Instruction (SPI), in consultation with the California Department of Social Services (CDSS), to develop guidance for CSPPs to follow when enrolling two-year-old children, including guidance regarding age-appropriate diapering and toilet training.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

CSBA NOTE: Pursuant to 5 CCR 17701 the Board is required to approve a written philosophical statement, goals, objectives, and requirements addressing each program component specified in 5 CCR 17701-17711. See the accompanying administrative regulation for further information about these required program components.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 17701-17711 and the accompanying administrative regulation. (5 CCR 17701)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

CSBA NOTE: Pursuant to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program (Education Code 17375~~, as amended and extended by SB 114,~~), districts may be awarded grants for the construction of new preschool classrooms, the modernization of existing preschool classrooms, or the modernization of existing ~~preschool~~kindergarten-grade 12 classrooms ~~pursuant~~that will be converted to ~~the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program~~provide CSPPs operated by districts on a public school site.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

CSBA NOTE: The following optional paragraph provides for coordination of the preschool program with the TK program and may be revised to reflect district practice. Education Code 48000 phases in the timespans for mandatory admittance requirements until the 2025-2026 school year.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge. In order to provide families with the option of a full-day, high-quality instructional program, the district may enroll children who are in a TK or kindergarten program in a California State Preschool Program (CSPP) before and/or after the regular school day.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in Board Policy 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

~~CSBA NOTE: Pursuant to Education Code 48000.15, as amended by SB 141 (Ch. 194, Statutes of 2023), for the 2023-24 and 2024-25 school years, a district that offers TK to early enrollment children must concurrently offer enrollment in a CSPP, if offered by the district, and space permitting. The district may enroll an early enrollment child in a CSPP operated by the district regardless of income, after all other eligible children have been enrolled. For more information on TK programs, see BP 6170.1 - Transitional Kindergarten.~~

~~If an early enrollment child is enrolled in the district's TK program, the district shall concurrently offer the child enrollment in the district's CSPP program, subject to available space. (Education Code 48000.15)~~

~~CSBA NOTE: Pursuant to Education Code 48000 a child's eligibility for TK enrollment may not impact family eligibility for a preschool or childcare program. Education Code 8205 clarifies that four-year-old children who are eligible to participate in a CSPP program include those children whose 5th birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent/guardian has opted to retain or enroll them in a CSPP program.~~

CSBA NOTE: Pursuant to Education Code 8203.3, CDE in consultation with the California Department of Social Services, is responsible for establishing and updating prekindergarten learning development guidelines that focus on preparing children for kindergarten, including developmental milestones, how to assess where children are in relation to the milestones, and suggested methods for achieving the milestones.

CDE has developed voluntary "preschool learning foundations" which describe the knowledge, skills, and competencies that children are expected to exhibit as they complete their first or second year of preschool. These standards address essential skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's website.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

CSBA NOTE: Pursuant to Education Code 8241.5 preschool providers are required to identify dual language learners enrolled in specified preschool programs through a family language instrument and a family language and interest interview, which, as amended by AB 393 (Ch. 435, Statutes of 2023), may be fulfilled by using the previous designation of a child as a "dual language learner" by a general childcare and development program or migrant childcare program to identify and report child and program data related to dual language learners to CDE. Pursuant to Education Code 8241.5, as amended by AB 393, a family may not be compelled to complete a family language instrument or to participate in the family language and interest interview. Education Code 8203 requires the quality indicators for CSPP programs to include activities and services that meet the needs of dual language learners for support in the development of their home language and English, and is reflected in the following paragraph.

The Superintendent or designee shall identify dual language learners in district preschool programs, and shall collect and report related data to CDE as required by Education Code 8241.5. The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

CSBA NOTE: The following paragraph reflects Education Code 8208, as amended by SB 141, which provides that until June 30, 2025, at least 5 percent of enrollment into subsidized preschool must be reserved for children with exceptional needs and increases the number to 7.5 percent on July 1, 2025 and 10 percent from July 1, 2026.

The district's preschool program shall serve children with exceptional needs as required by Education Code 8208. Children with exceptional needs attending any CSPP program shall be

educated in the least restrictive environment in accordance with 20 USC 1412.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

CSBA NOTE: Pursuant to Education Code 8207, CSPP programs must include certain required components, as reflected in the accompanying administrative regulation.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

CSBA NOTE: The Commission on Teacher Credentialing (CTC) issues permits for child development program directors, site supervisors, and teachers pursuant to criteria established in Education Code 8205 and 8298 and 5 CCR 17717-17721. The district may request from CDE a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Education Code 8205 and 5 CCR 17719.

CTC has amended 5 CCR 80067, and adopted 5 CCR 80067.1 and 80067.2, which are pending approval by the Office of Administrative Law as of October 2023, pertaining to the prekindergarten-grade 3 early childhood education specialist credential. The proposed credential is designed to provide individuals who already hold a bachelor's degree and have gained experience in early childhood education through their work, to have an expedited pathway to earning the credential to teach in the prekindergarten-grade 3 environment. See CTC Coded Correspondence 23-02 for more information regarding the proposed regulations. For more information about the Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit, see AR 4112.2 -- Certification.

Pursuant to Education Code 69617, as amended by SB 114, the Golden State Teacher Grant Program awards up to $20,000 to students currently enrolled in a professional preparation program approved by CTC who are working towards earning their preliminary teaching or pupil personnel services credential, and who commit to work for four years at a CSPP.

Pursuant to Education Code 8281.5, as amended by SB 114, CDE is authorized to allocate or prorate unexpended funds from the California Prekindergarten Planning and Implementation Grant Programs to districts for costs associated with the educational expenses of current and future CSPP, TK, and kindergarten professionals that support their attainment of required credentials, permits, or professional development in early childhood instruction or child development, including developing competencies in serving inclusive classrooms and dual language learners.

Health and Safety Code 1596.7995 requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health

and Safety Code 1597.055 requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

CSBA NOTE: 5 CCR 17743 mandates that districts offering a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218.1, as provided in the following paragraph. See the accompanying administrative regulation for additional language that fulfills this mandate.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (5 CCR 17743; 22 CCR 101218.1)

CSBA NOTE: Education Code 8208, 8210, and 8211, as amended by SB 141, and 5 CCR 17746-17748 revised eligibility criteria and enrollment priorities for subsidized preschool services, as provided below and in the accompanying administrative regulation.

Eligibility is generally limited to children who reside within district boundaries. However, Education Code 8267 authorizes the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 17746-17748.

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 8207, programs operated under the CSPP may be part-day or full-day programs.

CSBA NOTE: Pursuant to 5 CCR 17709-17711 the district is required to conduct an annual self-evaluation that includes, but is not limited to, an assessment of the program by staff and the Board, a parent/guardian survey, and an environment rating scale using forms identified in 5 CCR 17700. In addition, pursuant to 5 CCR 17794, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) of each contract agency at least once every four years. The FPM/CMR instrument is available on CDE's website.

Education Code 8203.1 establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Grant funds may be awarded to eligible local consortia, which then allocate funds to districts and other agencies contracting to provide CSPP programs. Pursuant to Education Code 8203.1, QRIS is based on a tiered rating structure with

~~progressively higher quality standards for each tier. It is designed to (1) provide supports and incentives for programs, teachers, and administrators to reach higher levels of quality, (2) monitor and evaluate program impacts on child outcomes, and (3) disseminate information to parents/guardians and the public about program quality.~~

CSBA NOTE: Pursuant to Education Code 48000.15, as amended by SB 141 (Ch. 194, Statutes of 2023), for the 2024-25 school year, a district that offers TK to early enrollment children must concurrently offer enrollment in a CSPP, if offered by the district, and space permitting. The district may enroll an early enrollment child in a CSPP operated by the district regardless of income, after all other eligible children have been enrolled.

Pursuant to Education Code 48000, a district that commingles children from CSPP and TK in the same classroom is required to meet all of the requirements of the respective programs in which the children are enrolled, and, as amended by SB 153 (Ch. 38, Statutes of 2024), is required to complete an observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS Environment tool.

For more information on TK programs, see BP 6170.1 - Transitional Kindergarten.

If an early enrollment child is enrolled in the district's TK program, the district shall concurrently offer the child enrollment in the district's CSPP, subject to available space. (Education Code 48000.15)

CSBA NOTE: Pursuant to Education Code 48000 a child's eligibility for TK enrollment may not impact family eligibility for a preschool or child care program. Education Code 8205 clarifies that four-year-old children who are eligible to participate in a CSPP include those children whose 5th birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP and whose parent/guardian has opted to retain or enroll them in a CSPP.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

CSBA NOTE: Pursuant to Education Code 8203.3, CDE in consultation with CDSS, is responsible for establishing and updating prekindergarten learning development guidelines that focus on preparing children for kindergarten, including developmental milestones, how to assess where children are in relation to the milestones, and suggested methods for achieving the milestones.

Effective July 1, 2025, the district's CSPP is required to use CDE's, "Preschool/Transitional Kindergarten Learning Foundations (PTKLF)," formerly "Preschool Learning Foundations," to guide curriculum and lesson planning to support children ages three to five. The PTKLF describe the knowledge, skills, and developmental milestones that most children ages three through five can achieve in a high-quality early education program. For more information see CDE's Early Education Division Management Bulletin 24-07 and CDE's California PTKLF website.

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be

designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

CSBA NOTE: Pursuant to Education Code 8241.5, preschool providers are required to identify dual language learners enrolled in specified preschool programs through a family language instrument and a family language and interest interview, which, as amended by AB 393 (Ch. 435, Statutes of 2023), may be fulfilled by using the previous designation of a child as a "dual language learner" by a general child care and development program or migrant child care program to identify and report child and program data related to dual language learners to CDE. Pursuant to Education Code 8241.5, as amended by AB 393, a family may not be compelled to complete a family language instrument or to participate in the family language and interest interview. Education Code 8203 requires the quality indicators for CSPPs to include activities and services that meet the needs of dual language learners for support in the development of their home language and English, and is reflected in the following paragraph. Pursuant to Education Code 8203, the SPI is required to develop standards for the implementation of high-quality preschool programs, one component of which are activities and services that meet the cultural and linguistic needs of dual language learners for support in the development of their home language and English.

The Superintendent or designee shall identify dual language learners in district preschool programs, and shall collect and report related data to CDE as required by Education Code 8241.5. The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

CSBA NOTE: The following paragraph reflects Education Code 8208, as amended by SB 163, which requires at least five percent of enrollment into subsidized preschool be reserved for children with exceptional needs.

The district's preschool program shall serve children with exceptional needs as required by Education Code 8208. Children with exceptional needs attending any CSPP shall be educated in the least restrictive environment in accordance with 20 USC 1412.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

CSBA NOTE: Pursuant to Education Code 8207, CSPPs must include certain required components, such as health services, nutrition, and referrals to appropriate social service agencies, as reflected in the following paragraph and accompanying administrative regulation.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

Staffing

CSBA NOTE: The Commission on Teacher Credentialing (CTC) issues permits for child development program directors, site supervisors, and teachers pursuant to criteria established in Education Code 8205 and 8298 and 5 CCR 17717-17721. The district may request from CDE a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Education Code 8205 and 5 CCR 17719.

5 CCR 80067, 80067.1, 80067.2, and 80067.3, pertaining to the prekindergarten-grade 3 (PK-3) early childhood education specialist credential, include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers. The PK-3 credential is designed to provide individuals who already hold a bachelor's degree and have gained experience in early childhood education through their work, to have an expedited pathway to earning the credential to teach in the PK-3 environment. See CTC Coded Correspondence 24-03 for more information. For more information about the Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit, see AR 4112.2 -- Certification.

Pursuant to Education Code 69617, as amended by SB 114 (Ch. 48, Statutes of 2023), the Golden State Teacher Grant Program awards up to $20,000 to students currently enrolled in a professional preparation program approved by CTC who are working towards earning their preliminary teaching or pupil personnel services credential, and who commit to work for four years at a CSPP.

Pursuant to Education Code 8281.5, as amended by SB 114, CDE is authorized to allocate or prorate unexpended funds from the California Prekindergarten Planning and Implementation Grant Programs to districts for costs associated with the educational expenses of current and future CSPP, TK, and kindergarten professionals that support their attainment of required credentials, permits, or professional development in early childhood instruction or child development, including developing competencies in serving inclusive classrooms and dual language learners.

Health and Safety Code 1596.7995 requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055 requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Eligibility, Enrollment, and Disenrollment

CSBA NOTE: 5 CCR 17743 **mandates** that districts offering a CSPP develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218.1, as provided in the following paragraph. See the accompanying administrative regulation for additional language that fulfills this mandate.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by

the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (5 CCR 17743; 22 CCR 101218.1)

CSBA NOTE: Education Code 8208, as amended by SB 141 and SB 163, Education Code 8210 and 8211, as amended by SB 141, SB 163 and AB 176, and 5 CCR 17746-17748, revised eligibility criteria and enrollment priorities for subsidized preschool services, as provided below and in the accompanying administrative regulation.

Eligibility is generally limited to children who reside within district boundaries. However, Education Code 8267 authorizes the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 17746-17748.

CSBA NOTE: In addition to other eligibility requirements, pursuant to 5 CCR 17745, a child and the child's parents/guardians must live in California while the child is receiving services.

To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California, which may be established by providing evidence of a California street or post office address. However, any person identified as experiencing homelessness shall only be required to submit a declaration that the person resides in California. (5 CCR 17745)

Preschool eligibility determinations shall be made without regard to a child's immigration status or that of the child's parent(s)/guardian(s) unless the child or the child's parent(s)/guardian(s) are under a final order of deportation from the U.S. Department of Homeland Security. (5 CCR 17745)

The district's program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the expulsion or unenrollment is in accordance with the procedures specified in the accompanying administrative regulation.

When necessary due to a reduction in state reimbursements, families shall be disenrolled as specified in the accompanying administrative regulation.

Program Evaluation

CSBA NOTE: As specified in CDE's Early Education Division Management Bulletin 23-10, districts are no longer required to complete an environment rating scale, as part of the annual self-evaluation or as part of Federal Program Monitoring/Contract Monitoring Review. Instead, beginning with the 2024-25 annual program self evaluation, districts are required to implement the CLASS, CLASS Environment tool, and additional requirements as specified, with full implementation

in program year 2028-29.

Education Code 8203.1 establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Grant funds may be awarded to eligible local consortia, which then allocate funds to districts and other agencies contracting to provide CSPPs. Pursuant to Education Code 8203.1, QRIS is based on a tiered rating structure with progressively higher quality standards for each tier. It is designed to (1) provide supports and incentives for programs, teachers, and administrators to reach higher levels of quality, (2) monitor and evaluate program impacts on child outcomes, and (3) disseminate information to parents/guardians and the public about program quality.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 17709-17711)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

Complaints

CSBA NOTE: The following paragraph is for use by districts that offer a CSPP ~~program~~ and may be revised to reflect the type(s) of programs offered by the district. Education Code 8212 requires districts to use the uniform complaint procedures, with modifications as necessary, to investigate and resolve health and safety complaints in license-exempt ~~CSPP programs.~~CSPPs. Pursuant to 5 CCR 17781, license-exempt ~~CSPP programs~~CSPPs are required to comply with the procedures described in 5 CCR 4690-4694. See BP/AR 1312.3 - Uniform Complaint Procedures.

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the CSPP. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694, 17781)

~~The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.~~

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description

22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 14001-14036	School housing
5 CCR 17700-17833	California State Preschool Program
5 CCR 17701-17711	General ~~Program Requirements~~program requirements
5 CCR 17745	Admission requirements; residency
5 CCR 17746-17748	Enrollment priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80067-80067.3	Professional Clear Early Childhood Education Specialist Instruction Credential
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000-48003	Kindergartens
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60910	Data for students enrolled in California State Preschool Program
Ed. Code 69617	Golden State Teacher Grant Program
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8489-8489.1	Expulsion and suspension procedures
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers

W&I Code 10207-10215	General provisions
W&I Code 10207-10492.2	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10480-10487	Local planning councils

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool
20 USC 6391-6399	Education of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start

Management Resources	**Description**
CA Commission on Teacher Credentialing Publication	~~Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023~~Approval of Regulations Authorizing the New PK-3 Early Childhood Education Specialist Instruction Credential, Coded Correspondence 24-03, March 2024 (https://www.ctc.ca.gov/docs/default-source/commission/coded/2024/coded-24-03.pdf)
California Department of Education Publication	Early Childhood Division Federal Program Monitoring Instrument (https://www.cde.ca.gov/ta/cr/)
California Department of Education Publication	Data Collection for California State Preschool Programs Operated by a Local Educational Agency, Early Education Division Management Bulletin 24-08, August 2024 (https://www.cde.ca.gov/sp/cd/ci/mb2408.asp)

California Department of Education Publication	Preschool/Transitional Kindergarten Learning Foundations, Early Education Division Management Bulletin 24-07, August 2024 (https://www.cde.ca.gov/sp/cd/ci/mb2407.asp)
California Department of Education Publication	California State Preschool Program Neighborhood School Eligibility Criteria to Enroll Three- and Four-Year-Old Children, Early Education Division Management Bulletin 24-01, January 2024 (https://www.cde.ca.gov/sp/cd/ci/mb2401.asp)
California Department of Education Publication	Implementation of the Classroom Assessment Scoring System (CLASS) and CLASS Environment and Removal of the Environment Rating Scale for the California State Preschool Program (CSPP), Early Education Division Management Bulletin 23-10, December 2023 (https://www.cde.ca.gov/sp/cd/ci/mb2310.asp)
California Department of Education Publication	California State Preschool Program and Children with Disabilities (Exceptional Needs), Early Education Division Management Bulletin 23-02, February 2023
California Department of Education Publication	Part-day California State Preschool Program as an Extended Learning and Care Option, Early Education Division Management Bulletin 23-05, April 2023
California Department of Education Publication	~~Assessment and Reporting of Family Fees for Fiscal Year (FY) 2023–24, Early Education Division Management Bulletin 23-07, September 2023~~Assessment and Reporting of Family Fees for Fiscal Year (FY) 2024-25, Early Education Division Management Bulletin 24-06, June 2024 (https://www.cde.ca.gov/sp/cd/ci/mb2406.asp)
California Department of Education Publication	Suspension and Expulsion in the California State Preschool Program, Early Education Division Management Bulletin 23-08, September 2023
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
CSBA Publication	The Importance of Early Childhood Education Programs, September 2019
CSBA Publication	The Preschool Landscape in California and Strategies for Expansion, January 2020

U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Website	Universal PreKindergarten, California's Great Start
Website	California Office of Administrative Law
Website	California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services
Website	California Commission on Teacher Credentialing
Website	National Institute for Early Education Research
Website	California Head Start Association
Website	California Preschool Instructional Network
Website	Child Development Policy Institute
Website	California Association for the Education of Young Children
Website	First 5 California
Website	California Department of Social Services
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	U.S. Department of Education
Website	California Department of Education

Cross References

Code	Description
0415	Equity
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities

1330	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3523	Electronic Signatures
3523	Electronic Signatures
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files

4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5111	Admission
5111	Admission
5125	Student Records
5125	Student Records
5141.23	Asthma Management
5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development

6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan
7210	Facilities Financing

Regulation 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** 12/01/~~2023~~2024 | **Last Reviewed Date:** 12/01/~~2023~~2024

~~CSBA NOTE:~~CSBA NOTE: The following administrative regulation is **mandated** for use by districts that operate their own preschool/early childhood education programs and/or collaborate to provide preschool opportunities within the community. The following administrative regulation reflects the major requirements of the California State Preschool Program (CSPP) pursuant to Education Code 8200-8340 and 5 CCR 17700-17833.

The following administrative regulation does not reflect all requirements for other state and federally funded preschool program(s). The district may revise this administrative regulation to reflect other preschool program(s) it offers, such as the state migrant child care and development program (Welfare and Institutions Code 10235-10238), child care and development services for children with special needs program (Welfare and Institutions Code 10260-10263), federal Head Start program (42 USC 9831-9852c), Title I preschool program (20 USC 6311-6322), or preschool program developed and funded by the district.

In addition to the program requirements described below, other district policies as contained throughout the district's policy manual may be applicable to preschool programs. See BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, BP/AR 3550 - Food Service/Child Nutrition Program, and BP/AR 5148 - Child Care and Development. ~~Districts should~~It is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel if there are questions regarding the applicability of other laws to the district's preschool program.

Attendance, means the number of children present at a preschool facility, and for purposes of reimbursement, includes excused absences by children because of illness, quarantine, illness or quarantine of their parent, family emergency, or to spend time with a parent or other relative as required by a court of law or that is clearly in the best interest of the child. (Education Code 8205)

Children with exceptional needs means either of the following: (Education Code 8205)

1. Children under three years of age who have been determined to be eligible for early intervention services pursuant to the California Early Intervention Services Act (Government Code 95000-95029.5) and its implementing regulations, including an infant or toddler with a developmental delay or established risk condition, or a child who is at high risk of having a substantial developmental disability, as defined in Government Code 95014.

   Children with exceptional needs under the age of three shall have active individualized family service plans (IFSP) and shall be receiving early intervention services.

2. Children 3 to 21 years of age, inclusive, who have been determined to be eligible for special education and related services by an individualized education program (IEP) team according to the special education requirements contained in Education Code 56000-56865, and who meet eligibility criteria described in Education Code 56026 and 56333-56338 and 5 CCR 3030-3031~~.~~

   Children with exceptional needs between ages 3 to 21 shall have an active IEP and shall be receiving early intervention services or appropriate special education.

Dual language learner children means children whose first language is a language other than English or children who are developing two or more languages, one of which may be English. (Education Code 8205)

CSBA NOTE: Pursuant to Education Code 48000.15, as amended by SB 141 (Ch. 194, Statutes of 2023), for the ~~2023-24 and~~ 2024-25 school ~~years~~year, a district that offers transitional kindergarten (TK) to early enrollment children must concurrently offer enrollment in a CSPP, if offered by the district, and space permitting.

Early enrollment child means a child whose fourth birthday will be between June 3 and September 1 preceding the school year during which they are enrolled in a transitional kindergarten (TK) classroom. (Education Code 48000.15)

CSBA NOTE: Education Code 8205, as amended by SB 163 (Ch. 73, Statutes of 2024), includes the definition of two-year-old children, which is reflected below.

Two-year-old children means children who have had their second birthday and do not otherwise meet the definition of "three-year-old children." (Education Code 8205)

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). ~~Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday.~~ Any child under four years of age shall be served in a California state preschool program facility, licensed in accordance with Title 22 of the California Code of Regulations (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP ~~program~~, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP ~~program~~ and whose parent or guardian has opted to retain or enroll them in a CSPP ~~program~~. (Education Code 8205)

Program Components

When approved by CDE under the CSPP, the district may operate one or more part- or full-day preschool programs in accordance with law and the terms of its contract with CDE.

CSBA NOTE: Pursuant to Education Code 8207, ~~CSPP~~ ~~programs~~ ~~must~~CSPPs are required to include certain ~~required~~ components, as reflected in Items #1-7 below. Item #8 is a recommended practice that may be revised to reflect the district's program.

The district's CSPP ~~program~~ shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

CSBA NOTE: CSPP program components are listed in 5 CCR 17701-17711.

Pursuant to Education Code 8203.5, contracts between the California Department of Education (CDE) and districts for ~~CSPP~~ ~~programs~~CSPPs must include a requirement that a developmental profile be maintained for each child.

The district's ~~preschool~~ ~~program~~CSPP shall satisfy all the requirements described in 5 CCR 17701-17711, including, but not limited to, those related to the program philosophy, goals, and objectives, the educational program, the creation of a developmental profile for each child, staff development, family engagement and strengthening, community involvement, health and social services, nutrition, and program evaluation.

Minimum Hours/Days of Operation

CSBA NOTE: Pursuant to Education Code 8207, ~~CSPP~~ ~~programs~~CSPPs may be part- or full-day. The following section may be revised to reflect district programs.

The district's part-day ~~preschool~~ ~~program~~CSPP shall operate a minimum of three hours, and up to three hours and 59 minutes, per day, excluding time for home-to-school transportation, and for at least 175 days per year unless otherwise specified in the contract with CDE. (Education Code 8207; 5 CCR 17727)

CSBA NOTE: CDE's Early Education Division Management Bulletin 23-05 provides guidance on eligibility of children enrolled in TK or kindergarten for wraparound care if the child is also eligible for a part-day CSPP.

However, a part-day ~~preschool~~ ~~program~~CSPP may also offer TK or kindergarten children whose families meet the requirements of Education Code 8208 less than four hours of wraparound

childcare services, and a part-day preschool program operating on a school site may be allowed flexibility in the operational hours. (Education Code 48000)

CSBA NOTE: Pursuant to Education Code 48000.15, as amended by SB 141, for the ~~2023-24 and~~ 2024-25 school ~~years~~year, a district that offers TK to early enrollment children must concurrently offer enrollment in a CSPP ~~program~~, if offered by the district, space permitting. The district may enroll an early enrollment child in a CSPP ~~program~~ operated by the district regardless of income, after all other eligible children have been enrolled. For more information about TK programs, see BP 6170.1 - Transitional Kindergarten.

The district may enroll an early enrollment child in TK whose fourth birthday is between June 3 and September 1, inclusive, preceding the school year during which they are enrolled in TK. If an early enrollment child is enrolled in the district's TK program, the district shall concurrently offer the child enrollment in the district's CSPP, subject to available space. (Education Code 48000.15)

The district's full-day ~~program~~CSPP shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation, and for the number of operational hours reasonably necessary to meet the preschool needs of the families in the community. (Education Code 8207; 5 CCR 17728)

Staffing

CSBA NOTE: Education Code 8241 provides staffing ratios that apply until the Superintendent of Public Instruction (SPI) promulgates regulations to establish such ratios for center-based programs. Pursuant to Education Code 8241, ~~CSPP programs~~CSPPs must maintain a ratio of at least one adult to every eight children and at least one teacher to every 24 children.

The ~~preschool program~~CSPP shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 17713-17716)

CSBA NOTE: Health and Safety Code 1596.7995 requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exemptions. Health and Safety Code 1597.055 adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes a preschool. See AR 5148 - Child Care and Development for further information regarding immunization requirements for staff and volunteers. Districts that have not adopted AR 5148 - Child Care and Development may revise the following paragraph accordingly and expand it to include the exemptions specified in Health and Safety Code 1596.7995.

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and Administrative Regulation 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. Education Code 49406 requires school volunteers, with certain authorized exceptions, to submit to a tuberculosis risk assessment as developed by the California Department of Public Health. If risk factors are identified, then the volunteer is required to submit to an intradermal (skin) tuberculin test or other tuberculin test recommended by the Centers for Disease Control and Prevention.

The district may require any volunteer who is to provide care and supervision to district preschool children to provide evidence that the volunteer is free of infectious tuberculosis.

Family Literacy Services

CSBA NOTE: The following section is optional. Contingent upon funding in the state Budget Act, Education Code 8220 and 8221 provide for the SPI to distribute family literacy supplemental grant funds to qualifying CSPP contractors for the purposes described below.

When any district part-day ~~preschool program~~CSPP receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development

2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:

    a. Providing support for the educational growth and success of their children

    b. Improving parent-school communications and parental understanding of school structures and expectations

    c. Becoming active partners with teachers in the education of their children

    d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral

3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

4. Staff development for teachers in participating classrooms that includes, but is not limited to:

    a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies

b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms

c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities

d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility Criteria for Part-Day CSPP ~~Programs~~

CSBA NOTE: The following section reflects eligibility criteria for the part-day CSPP ~~programs~~ pursuant to state law and regulations. Education Code 8208, as amended by SB 163, includes revised eligibility criteria and enrollment priorities for part-day CSPP to permit, but not require, districts to offer, until July 1, 2027, CSPP to eligible two-year-old children. See the section "Eligibility and Enrollment Priorities for Full-Day CSPP ~~Programs~~" below for full-day program requirements.

5 CCR 17743 **mandates** that a district operating a CSPP ~~program~~ develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218.1, including, but not limited to, criteria designating those children whose needs can be met by the program and services and the ages of children who will be accepted. The requirement to develop written admissions policies and procedures applies to both part- and full-day CSPP.

A ~~three- or four-year-old~~ child is eligible for a part-day CSPP ~~program~~ if ~~the child's~~both of the following requirements are met: (Education Code 8208)

1. The child is one of the following:

   a. A two-year-old child and the CSPP enrolls the two-year-old child in accordance with the guidance specified in Education Code 8207.1

   b. A three-year-old child

   c. A four-year-old child

   d. Enrolled in kindergarten pursuant to Education Code 48000

2. The child's family is one of the following: ~~(Education Code 8208)~~

   ~~1.~~a. A current aid recipient

   ~~2.~~b. Income eligible

   ~~3.~~c. Experiencing homelessness

   ~~4.~~d. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited

[CSBA NOTE: When a family has multiple children with one who has exceptional needs, only children in the family who are children with exceptional needs may be enrolled under this eligibility criteria. Any other child in the family without exceptional needs may be enrolled pursuant to other criteria established pursuant to Education Code 8208.]

~~5.~~e. One who has children with exceptional needs, as defined in Education Code 8205

~~6.~~f. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

After all eligible two-, three-~~-~~, and four-year-old children have been enrolled as provided above, a part-day CSPP ~~program~~ may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP ~~program~~ shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP ~~program~~ may provide services to two-, three-~~-~~, and four-year-old children in families whose income is above the income eligibility threshold if those children are children with exceptional needs. Such children with exceptional needs shall not count towards the 10-percent limit on enrollment of families with income above the income eligibility threshold described above. (Education Code 8208)

CSBA NOTE: Education Code 8217, as amended by AB 176 (Ch. 998, Statutes of 2024), further expands eligibility for part-day CSPP ~~programs~~ to ~~three~~two-year -old children in the circumstances specified in the following paragraph.

A CSPP ~~program~~ operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price ~~lunch~~meals may enroll two-, three-~~-~~, and four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208, 8217)

CSBA NOTE: Pursuant to Education Code 8208 at certification or recertification, a child is deemed eligible for a part-day CSPP ~~program~~ for the remainder of the program year and the following program year so long as the child continues to meet the age-eligibility requirements.

The district shall certify eligibility and enroll families into the part-day ~~preschool program~~CSPP within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to a child's enrollment, the child shall be deemed eligible for the part-day CSPP ~~program~~ for the remainder of the program year and for the following program year, provided applicable age-eligibility requirements are met, as specified in Education Code 8205 and 48000. (Education Code 8208)

Enrollment Priorities for Part-Day CSPP ~~Programs~~

CSBA NOTE: Education Code 8210, as amended by SB 141, AB 163, and AB 176, revised and reordered the priority ranking for part-day CSPP, as provided in Items #1-6 below.

The district shall give priority for part-day CSPP ~~programs~~ as follows: (Education Code 8210)

1. The first priority for services shall be given to three- or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency~~.~~

   To the extent the district offers services to two-year-old children, pursuant to Education Code 8207.1, then priority for services shall also be given to two-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency.

   If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.

CSBA NOTE: Education Code 8208, as amended by SB ~~141~~163, requires that ~~a percentage~~ at least five percent of part-day ~~preschool~~CSPP enrollment be reserved for children with exceptional needs. ~~Until June 30, 2025, a minimum of 5 percent is required, starting July 1, 2025, to June 30, 2026, 7.5 percent must be reserved, and from July 1, 2026, at least 10 percent must be reserved for children with exceptional needs.~~ CDE is required to review data on compliance and provide technical assistance to ~~CSPP contracting agencies~~districts in order to meet ~~these requirements~~this requirement.

Education Code 8210, as amended by SB 141, clarifies that when enrollment of children with exceptional needs has reached the number reserved, second priority must be given to three- and four-year -old children with exceptional needs from families who are below the income eligibility threshold. ~~Pursuant to Education Code 8210, as amended by SB 141, if two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, the child that has been on the waiting list for the longest time shall be admitted first.~~

2. When the number of three- or four-year -old children with exceptional needs required to be enrolled pursuant to Education Code 8208 have been enrolled and there are additional children with exceptional needs who are interested in enrolling, the second priority for services shall be given to all three- and four-year -old children with exceptional needs from families with incomes below the income eligibility threshold, as described in Education Code 8213~~.~~

   Within this priority category, children with exceptional needs from families with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first. ~~If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first.~~

3. The third priority shall be given to eligible three- or four-year-old children who are not enrolled in a state-funded TK program.

   This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208(a)(1)(EB)(v), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first.

CSBA NOTE: Education Code 8210, as amended by SB 141, revises the third priority criteria for part-day CSPP to be based on whether three- and four- year -old children who are not enrolled in a state funded TK are identified as dual language learners, rather than whether they are from a family in which the primary home language is a language other than English.

   If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child who is identified as a dual language learner shall be enrolled first. If there are no children identified as dual language learners, the child that has been on the waiting list for the longest time shall be admitted first.

CSBA NOTE: Education Code 8210, as amended by SB 163, adds a fourth priority criteria for part-day CSPP for eligible two-year-old children, to the extent that a district elects to enroll two-year-old children.

4. The If the district offers services to two-year-old children pursuant to Education Code 8207.1, the fourth priority shall be given to eligible threetwo-year-old children.

   This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208(a)(1)(E), whoB)(v), if they are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Enrollment determinations within this priority category shall be made in the same way as for third priority in Item #3 above.

CSBA NOTE: Education Code 8210, as amended by SB 163, revises the fifth priority criteria for part-day CSPP to add, after income eligible children and children with exceptional needs are enrolled within this priority, three- and four-year-old children without exceptional needs based on income ranking, and if two or more families have the same income ranking, the child that has been on the waiting list for the longest time is required to be admitted first.

5. The fifth priority, after all otherwise eligible children have been enrolled, shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213.

   Within this priority category, priority shall be given to three- and four-year-old children with exceptional needs interested in enrolling beyond those already enrolled in the 10five percent of funded enrollment set aside pursuant to Education Code 8208, then to three- and four-year old children before three-year-old children without exceptional needs. in income ranking order, with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, being enrolled first. If two or more families have the same income ranking

according to the most recent schedule of income ceiling eligibility table, the child that has been on the waiting list for the longest time shall be admitted first.

CSBA NOTE: Education Code 8210, as amended by AB 176, revises the sixth priority criteria for part-day CSPP to add, after three- or four-year-old children from within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price meals, two-year-old children whose families reside within the attendance boundaries of the qualified school.

6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, the district may enroll other children in the following order:

   a. A CSPP ~~program~~ site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217 may enroll any three- or four-year-old children whose families reside within the attendance boundary of the qualified elementary school~~.~~ , followed by two-year-old children whose families reside within the attendance boundary of the qualified elementary school, if the district offers services to two-year-old children pursuant to Education Code 8207.1
   These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.

   b. Children enrolling in a CSPP ~~program~~ that provides expanded learning and care to TK or kindergarten students, pursuant to Education Code 48000

Regardless of the priorities listed above, until the district attains the five percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8210)

Eligibility and Enrollment Priorities for Full-Day CSPP ~~Programs~~

CSBA NOTE: The following section reflects the eligibility criteria for full-day CSPP, pursuant to Education Code 8208, as amended by SB 141 and SB 163, and the priority ranking for enrollment, pursuant to Education Code 8211, as amended by SB 141, SB 163 and AB 176, which permit, but do not require, districts to offer full-day CSPP to eligible two-year-old children.

A ~~three- or four-year-old~~ child is eligible for a full-day CSPP ~~program~~ if ~~the family meets both~~all of the following requirements are met: (Education Code 8208)

1. The child is one of the following:

   a. A two-year-old child and the CSPP enrolls the two-year-old child in accordance with the guidance specified in Education Code 8207.1

   b. A three-year-old child

c. A four-year-old child

~~1.~~2. The child's family is one of the following:

a. A current aid recipient~~, income~~

b. Income eligible~~, or experiencing~~

~~a.~~c. Experiencing homelessness

~~b.~~d. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited

CSBA NOTE: When a family has multiple children with one who has exceptional needs, only children in the family who are children with exceptional needs may be enrolled under this eligibility criteria. Any other child in the family without exceptional needs may be enrolled pursuant to other criteria established pursuant to Education Code 8208.

~~c.~~e. One who has children with exceptional needs, as defined in Education Code 8205

~~d.~~f. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

~~2.~~3. The child's family needs the childcare services because of either the following:

a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as experiencing homelessness

b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all eligible two-, three~~-~~-, and four-year-old children have been enrolled as provided above, a full-day CSPP ~~program~~ may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP ~~program~~ shall be from families above the income eligibility threshold. (Education Code 8208)

After all families meeting the criteria specified in the paragraphs above have been enrolled, a full-day CSPP ~~program~~ may provide services to two-, three~~-~~-, and four-year-old children in families who

do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

CSBA NOTE: Education Code 8217, as amended by AB 176, further expands eligibility for full-day CSPP to two-year-old children as specified below.

After all otherwise eligible children have been enrolled as provided above, a ~~CSPP program~~full-day CSPP operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals may enroll any two-, three-, or four-year-old child. (Education Code 8208, 8217)

CSBA NOTE: Education Code 8211, as amended by SB 163 and AB 176, revised and reordered the priority ranking for enrollment in full-day CSPP to include eligible two-year-old children, if a program is offered by the district. The priority ranking is now almost identical to the ranking for part-day CSPPs, as provided in "Enrollment Priorities for Part-Day CSPP", above.

For full-day CSPP, the district shall use the same priority ranking specified in Items #1-5 of "Enrollment Priorities for Part-Day CSPP", above. (Education Code 8211)

After all otherwise eligible children based on Items #1-5 of "Enrollment Priorities for Part-Day CSPP" have been enrolled, the district may enroll other children in the following order: (Education Code 8211)

1. Two-, three-, and four-year-old children from families who do not meet at least one of the need requirements in Item #2 above

   Within this priority, families shall be enrolled in income ranking order, lowest to highest. Within income ranking order, three-, and four-year old children shall be enrolled before two-year-old children, if the district offers services to two-year-old children pursuant to Education Code 8207.1.

2. A CSPP site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217 ~~may enroll any four-year-old child. (Education Code 8208),~~ may enroll any three- and four-year-old children whose families reside within the attendance boundary of the qualified school without establishing eligibility or a need for services in accordance with Education Code 8208, followed by two-year-old children whose families reside within the attendance boundary of the qualified school without establishing eligibility or a need for services pursuant to Education Code 8208, if the district offers services to two-year-old children pursuant to Education Code 8207.1

~~CSBA NOTE: Education Code 8211 revised and reordered the priority ranking in 2022 for enrollment in full-day CSPP programs. The priority ranking is now almost identical to the ranking for part-day CSPP programs, as provided in "Enrollment Priorities for Part-Day CSPP Programs" section above.~~

~~For full-day CSPP programs, the district shall use the same priority ranking specified in Items #1-4 of "Enrollment Priorities for Part-Day CSPP Programs" above, and the following: (Education Code 8211)~~

1. After all otherwise eligible children based on Items #1-4 of "Enrollment Priorities for Part-Day CSPP Programs" have been enrolled, fifth priority shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with an IFSP or IEP, then to four-year old children before three-year-old children without IFSP or IEP.

2. After all otherwise eligible children based on Items #1-4 of "Enrollment Priorities for Part-Day CSPP Programs" and Item #1 above have been enrolled, the district may enroll other children in the following order:

   a. Three- and four-year old children from families who do not meet at least one of the need requirements in Item #2 above. Within this priority, families shall be enrolled in income ranking order, lowest to highest, and within income ranking order, four-year old children before three-year old children

When a CSPP program site operates within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217, three- or four-year-old children whose families reside within the attendance boundary of the school may be enrolled without establishing eligibility or a need for services. Such children shall, to the extent possible, be enrolled in income ranking order, by lowest to highest income ranking orderaccording to the most recent schedule of income ceiling eligibility table.

CSBA NOTE: Education Code 8208, as amended by SB 163, requires that at least five percent of full-day CSPP enrollment be reserved for children with exceptional needs. CDE is required to review data on compliance and provide technical assistance to districts in order to meet this requirement.

Regardless of the priorities listed above, until the district attains the five percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8211)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 24 months. Such families shall receive those services for not less than 24 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 24 months. If the eligibility period ends before the end of a program year, eligibility shall be extended until the end of the program year, provided age-eligibility requirements are met, as specified in Education Code 8205. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce

the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

Waiting List

CSBA NOTE: The following section may be revised to reflect district practice. Pursuant to 5 CCR 17744, a district is required to maintain a current waiting list based on enrollment priorities for part-day and full-day ~~preschool programs.~~CSPP. The district may satisfy this requirement by participating in a "county child care centralized eligibility list" if one is available. When such centralized eligibility list is not available or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with enrollment priorities.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with applicable enrollment priorities. As vacancies occur, applicant families shall be contacted in order of priority on the waiting list. (5 CCR 17744)

Combined Preschool/Transitional Kindergarten Classroom

CSBA NOTE: Education Code 8207 and 48000 allow districts to place four-year-old children enrolled in a CSPP ~~program~~ into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met, including, as amended by SB 153 (Ch. 38, Statutes of 2024), the district completes an observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS Environment tool, and the district adheres to the requirements listed in the following section. See BP 6170.1 - Transitional Kindergarten for eligibility requirements pertaining to the TK program pursuant to Education Code 48000.

When a child is eligible for both the ~~preschool program~~CSPP and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An ~~early childhood~~observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS environment ~~rating scale, as specified in 5 CCR 18281,~~tool shall be completed for the classroom

2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272

3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256

4. The classroom shall comply with the adult-child ratio specified in Education Code 8241

5. Contractors of the district shall report the services, revenues, and expenditures for children in the CSPP in accordance with 5 CCR 18068

6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom

Fees and Charges

CSBA NOTE: Pursuant to Education Code 8252, as amended by AB 116 (Ch. 41, Statutes of 2023), and explained in CDE's Early Education Management Bulletin 23-07, family fees may be assessed but not collected for families receiving subsidized child care services from CSPPs administered by CDE from July 1, 2023 to September 30, 2023. Education Code 8252, as amended by AB 116, requires that no family fees be charged or assessed for families whose adjusted monthly family income falls below 75 percent of the State Median Income, and further caps family fees at one percent of a family's monthly income for all other families. As a result, the FY 2023-24 family fee schedule has been revised accordingly. In addition, family fees accrued but not collected prior to October 1, 2023, may be forgiven, and not collected.

Fees for participation in the district's full-day CSPP ~~program~~ shall be assessed and collected in accordance with the fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252)

~~CSBA NOTE: Pursuant to Education Code 8252, as amended by AB 116 (Ch. 41, Statutes of 2023), and explained in CDE's Early Education Management Bulletin 23-07, family fees may be assessed but not collected for families receiving subsidized child care services from CSPP programs administered by CDE from July 1, 2023 to September 30, 2023. Education Code 8252, as amended by AB 116, requires that no family fees be charged or assessed for families whose adjusted monthly family income falls below 75 percent of the State Median Income, and further caps family fees at one percent of a family's monthly income for all other families. As a result, the FY 2023-24 family fee schedule has been revised accordingly. In addition, family fees accrued but not collected prior to October 1, 2023, may be forgiven, and not collected.~~

~~Family fees accrued but uncollected prior to October 1, 2023, may be forgiven and not collected. (Education Code 8252)~~

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 17735)

A family may be exempt from the fees for up to 12 months for any child enrolled in full-day preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused, exploited, or neglected. (Education Code 8253; 5 CCR 17735)

CSBA NOTE: Education Code 8254 authorizes a district offering a CSPP ~~program~~ to charge a fee for field trips and/or to require parents/guardians to provide diapers, but **mandates** that the district adopt policy to include parents/guardians in the decision-making about such fees, as provided below. Pursuant to Education Code 8254, the fees cannot exceed $25 per child in the contract year. The following paragraph may be modified to delete diapers as appropriate for the age of the children served.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Attendance

CSBA NOTE: CDE monitors district programs and operations, including a CSPP, through its Federal Program Monitoring (FPM) process. The FPM process includes a review of a district's written policies and procedures to ensure that the program has adopted policies and procedures that are consistent with statutes and regulations on excused absences including best interest days and abandonment of care. See CDE's Early Education Division FPM Instrument.

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or the district's authorized representative if verification is made by telephone. (5 CCR 17818, 17819).

Absences shall be excused for the following reasons: (Education Code 8205; 5 CCR 17819)

1. Illness or quarantine of the child or of the parent/guardian

   [CSBA NOTE: Pursuant to 5 CCR 17819, districts are **mandated** to adopt reasonable policies delineating circumstances that would constitute an excused absence for "family emergency" and "in the best interest of the child." Items #2-3 may be revised to reflect district practice.]

2. Family emergency

   A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child

   An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

   Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 17819)

CSBA NOTE: Pursuant to 5 CCR 17819, if an excused absence is based on time spent with a parent/guardian or other relative as required by a court of law, the family data file is required to contain a copy of the court order.

4. Time spent with a parent/guardian or other relative as required by a court of law

A child may not be disenrolled due to excessive absences, except in circumstances of abandonment of care, as described below. (5 CCR 17819, 17819.5)

CSBA NOTE: 5 CCR 17819.5 establishes procedures to follow when a child has been absent and the family has not been in communication with the district's CSPP coordinator or site supervisor for seven consecutive calendar days.

When a child has been absent and the family has not been in communication with the program coordinator or site supervisor for seven consecutive calendar days, the district, using the contact information on file, shall attempt to contact the parent/guardian through a variety of communication methods, including one attempt in writing which may be through electronic means, informing the parent/guardian that failure to communicate with the district may result in termination of preschool services. The district shall keep documentation of all such communication attempts in the family's data file, and, if there has been no communication for a total of 30 consecutive calendar days, issue a Notice of Action to disenroll the family on the basis of abandonment of care. (5 CCR 17819.5)

Parents/guardians shall be notified of the policies and procedures related to excused absences for child care and development services. (5 CCR 17819)

Disenrollment Based on Reduced Funding

CSBA NOTE: Education Code 8214 specifies the order by which families will be disenrolled from subsidized preschool services when funding levels are reduced.

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse order of the priority for services specified in Education Code 8210 and 8211 and as described above in the sections "Enrollment Priorities for Part-Day CSPP ~~Programs~~" and "Eligibility and Enrollment Priorities for Full-Day CSPP ~~Programs~~." (Education Code 8214; 5 CCR 17744)

Expulsion/Unenrollment and Suspension Based on Behavior

CSBA NOTE: CDE's Early Education Division Management Bulletin 23-08 provides guidance to CSPP contractors regarding requirements for suspension and updated requirements for expelling or unenrolling a child from a program due to a child's behavior, in accordance with Education Code 8489.1.

Suspension means any removal of a child from all or part of the program day, or the prevention of a child from attending the program for one or more days, in response to the child's behavior.

Removing the child from the program means moving a child to an isolated or separate room. Programs may remove children from specific situations to allow the child to calm down or regain composure, such as taking the child for a walk or accompanying the child to an outdoor environment. However, the child must return to the classroom as soon as the child has calmed down and may not be removed for longer than 30 minutes.

Expulsion means the permanent dismissal of a child from a program in response to a child's behavior.

Persistent and serious behaviors means either repeated patterns of behavior that significantly interfere with the learning of other children, or interactions with peers and adults that are not responsive to the use of developmentally appropriate guidance, including, but not limited to, physical aggression, property destruction, and self-injury.

A district preschool program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8489.1)

1. In writing, inform the parents/guardians of the child's persistent and serious behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program

2. If the child has an IFSP or IEP, contact, with written parent/guardian consent, the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child

3. If appropriate, consider completing a comprehensive screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program

If the district has taken the actions specified in Items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8489.1)

CSBA NOTE: Pursuant to Education Code 8489.1, a child enrolled in a CSPP ~~program~~ may only be suspended as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be eliminated or reduced without removal of the child. To suspend a child, the district must comply with specified requirements, including, collaborating with the child's parents/guardians before determining that suspension is necessary and using appropriate community resources to determine that no other reasonable option is appropriate.

A child shall not be suspended from a CSPP ~~program~~, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child.

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate.

When suspension is deemed necessary, the district shall help the child return to full participation in the program as soon as possible while ensuring safety, by doing the following:

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed
3. Providing referrals to appropriate community resources
4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDE in the event of expulsion or suspension. If the district suspends or expels a child from any CSPP ~~program~~, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 17783, informing the parents/guardians of the right to file an appeal of the action directly with CDE no later than 14 calendar days after receiving the notice.

CSBA NOTE: A joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services, "Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings," clarifies that preschool children with exceptional needs who are eligible for services under the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482) are entitled to the same disciplinary protections that apply to all other IDEA-eligible students with disabilities, may not be subjected to impermissible disciplinary changes of placement for misconduct that is caused by or related to their disability, and must continue to receive educational services consistent with their right to a free appropriate public education. The statement indicates the need for the child's individualized education program (IEP) team to consider the use of positive behavioral interventions and supports when developing or modifying the IEP to reduce the need for discipline of a child with disabilities and avoid suspension or expulsion from a preschool program.

Children with exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Notice of Action

CSBA NOTE: Pursuant to 5 CCR 17757, a parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's website. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility.

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

CSBA NOTE: Pursuant to 5 CCR 17782 the district is required to provide written notification to parents/guardians as to whether their application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's website. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 17784-17785; see section "Parent Hearing", below.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 17782)

CSBA NOTE: 5 CCR 17783 requires the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's website. Parents/guardians may appeal such actions pursuant to 5 CCR 17784; see section "Parent Hearing", below.

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 17783)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that the parent/guardian no longer wants the service

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 17758)

Parent Hearing

CSBA NOTE: 5 CCR 17784-17786 require districts to provide due process to parents/guardians who disagree with certain district actions, such as when services are denied, there is a change in services or fees, or their child is disenrolled.

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 17784)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 17784 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 17785-17786)

Policy Reference UPDATE Service
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These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 14001-14036	School housing
5 CCR 17700-17833	California State Preschool Program
5 CCR 17701-17711	General ~~Program Requirements~~program requirements
5 CCR 17745	Admission requirements; residency
5 CCR 17746-17748	Enrollment priorities
5 CCR 18295	Waiver of qualifications for site supervisor

5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80067-80067.3	Professional Clear Early Childhood Education Specialist Instruction Credential
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000-48003	Kindergartens
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60910	Data for students enrolled in California State Preschool Program
Ed. Code 69617	Golden State Teacher Grant Program
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8489-8489.1	Expulsion and suspension procedures
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10207-10215	General provisions
W&I Code 10207-10492.2	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10480-10487	Local planning councils
Federal	**Description**

20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool
20 USC 6391-6399	Education of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start
Management Resources	**Description**
CA Commission on Teacher Credentialing Publication	~~Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023~~Approval of Regulations Authorizing the New PK-3 Early Childhood Education Specialist Instruction Credential, Coded Correspondence 24-03, March 2024 (https://www.ctc.ca.gov/docs/default-source/commission/coded/2024/coded-24-03.pdf)
California Department of Education Publication	Early Childhood Division Federal Program Monitoring Instrument (https://www.cde.ca.gov/ta/cr/)
California Department of Education Publication	Data Collection for California State Preschool Programs Operated by a Local Educational Agency, Early Education Division Management Bulletin 24-08, August 2024 (https://www.cde.ca.gov/sp/cd/ci/mb2408.asp)
California Department of Education Publication	Preschool/Transitional Kindergarten Learning Foundations, Early Education Division Management Bulletin 24-07, August 2024 (https://www.cde.ca.gov/sp/cd/ci/mb2407.asp)
California Department of Education Publication	California State Preschool Program Neighborhood School Eligibility Criteria to Enroll Three- and Four-Year-Old Children, Early Education Division Management Bulletin 24-01, January 2024 (https://www.cde.ca.gov/sp/cd/ci/mb2401.asp)
California Department of Education Publication	Implementation of the Classroom Assessment Scoring System (CLASS) and CLASS Environment and Removal of the Environment Rating Scale for the California State Preschool Program (CSPP), Early Education Division Management Bulletin 23-10, December 2023 (https://www.cde.ca.gov/sp/cd/ci/mb2310.asp)
California Department of Education Publication	California State Preschool Program and Children with Disabilities (Exceptional Needs), Early Education Division Management Bulletin 23-02, February 2023

California Department of Education Publication	Part-day California State Preschool Program as an Extended Learning and Care Option, Early Education Division Management Bulletin 23-05, April 2023
California Department of Education Publication	~~Assessment and Reporting of Family Fees for Fiscal Year (FY) 2023–24, Early Education Division Management Bulletin 23-07, September 2023~~Assessment and Reporting of Family Fees for Fiscal Year (FY) 2024-25, Early Education Division Management Bulletin 24-06, June 2024 (https://www.cde.ca.gov/sp/cd/ci/mb2406.asp)
California Department of Education Publication	Suspension and Expulsion in the California State Preschool Program, Early Education Division Management Bulletin 23-08, September 2023
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
CSBA Publication	The Importance of Early Childhood Education Programs, September 2019
CSBA Publication	The Preschool Landscape in California and Strategies for Expansion, January 2020
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Website	Universal PreKindergarten, California's Great Start
Website	California Office of Administrative Law
Website	California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services
Website	California Commission on Teacher Credentialing
Website	National Institute for Early Education Research
Website	California Head Start Association
Website	California Preschool Instructional Network
Website	Child Development Policy Institute
Website	California Association for the Education of Young Children

Website	First 5 California
Website	California Department of Social Services
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	U.S. Department of Education
Website	California Department of Education

Cross References

Code	Description
0415	Equity
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3523	Electronic Signatures

3523	Electronic Signatures
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness

5111	Admission
5111	Admission
5125	Student Records
5125	Student Records
5141.23	Asthma Management
5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs

6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan
7210	Facilities Financing

Policy 5125: Student Records

Status: ADOPTED

Original Adopted Date: 03/01/2009 | **Last Revised Date:** ~~05~~03/01/~~2018~~2025 | **Last Reviewed Date:** ~~05~~03/01/~~2018~~2025

~~CSBA NOTE: Student records are governed by both federal and state law (Family Educational Rights and Privacy Act (FERPA) pursuant to Education Code 49069, 5 CCR 430-433, 20 USC 1232g, and 34 CFR 99.1-99.8).~~CSBA NOTE: The following **mandated** policy and accompanying administrative regulation address student records, which are governed by both federal and state law, including the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g, 34 CFR 99.1-99.8), the Protection of Pupil Rights Amendment (PPRA) (20 USC 1232h), the Children's Online Privacy Protection Act (COPPA) (15 USC 6501-6506, 16 CFR 312), Education Code 49069.7 and 49073.1, K-12 Pupil Online Personal Information Protection Act (Business and Professions Code 22584), Early Learning Personal Information Protection Act (Business and Professions Code 22586), and 5 CCR 430-438. For information regarding public access to certain records in accordance with the California Public Records Act (CPRA) (Government Code 7920.000 - 7930.215), see BP/AR 1340 - Access to District Records and BB 9012 - Board Member Electronic Communications. For information regarding retention of records, see BP/AR 3580 - District Records and AR 4112.6/4212.6/4312.6 - Personnel Files.

Pursuant to 5 CCR 431, districts are **mandated** to establish policies and procedures to implement state law and regulations regarding student records, including policies and procedures which (1) enumerate and describe the student records collected and maintained by the district, (2) ensure security of the records, and (3) guarantee access to authorized persons within five days of a request. Education Code 49069.7 **mandates** procedures related to parental review of student records. See the accompanying administrative regulation for additional language implementing these mandates.

~~The privacy of online information of students in prekindergarten through grade 12 is addressed in Business and Professions Code 22580-22587, which prohibit an operator of a web site, online service or application, or mobile application from knowingly using, disclosing, or compiling the personal information of a minor for the purpose of marketing or advertising specified types of products or services; allowing a third party to use, disclose, or compile such information; or selling or disclosing specified student information or knowingly using such student information to engage in targeted advertising to students or parents/guardians or to amass a profile about a preK-12 student. Covered student information includes any personally identifiable information or materials created or provided by a student, parent/guardian, or district employee (e.g., name, contact information, educational record, discipline records, test results, health records, socioeconomic information). Pursuant to Business and Professions Code 22584 and 22586, an operator must delete data under the control of the school or district upon the request of the school or district.~~ Pursuant to Education Code 234.7, districts were **mandated** to adopt policies with language that is

equivalent to the model policy language developed by the California Attorney General in, "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues," first published in April 2018 ("2018 Guidance"), by June 1, 2018. The Attorney General updated the 2018 Guidance in December 2024 ("2024 Guidance") and has stated that districts "should" adopt or update their policies based on the 2024 Guidance by May 1, 2025. The 2024 Guidance is available on the Office of the Attorney General's website and includes model policy language regarding student records.

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, disclosure, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records ~~consistent~~in accordance with state and federal law.

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

~~CSBA NOTE: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy consistent with a model policy developed by the California Attorney General, which includes the following statement. See the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.~~

CSBA NOTE: The privacy of online information of students in prekindergarten (preK) through grade 12 is addressed in Privacy Rights for California Minors in the Digital World (Business and Professions Code 22580-22582), the K-12 Pupil Online Personal Information and Protection Act (Business and Professions Code 22584-22585), and the Early Learning Personal Information Protection Act (Business and Professions Code 22586-22587), which prohibit an operator of a website, online service or application, or mobile application from knowingly using, disclosing, or compiling the personal information of a minor for the purpose of marketing or advertising specified types of products or services; allowing a third party to use, disclose, or compile such information; or selling or disclosing specified student information or knowingly using such student information to engage in targeted advertising to students or parents/guardians or to amass a profile about a preK-12 student. Covered student information includes any personally identifiable information or materials created or provided by a student, parent/guardian, or district employee (e.g., name, contact information, educational record, discipline records, test results, health records, and socioeconomic information). Pursuant to Business and Professions Code 22584 and 22586, an operator is required to delete data under the control of the school or district upon the request of the school or district. However, Business and Professions Code 22584, as amended by AB 801 (Ch.

935, Statutes of 2024), does not require the deletion of student records held by a national assessment provider when the records only include standardized test results.

Additionally, pursuant to Business and Professions Code 22584 and 22586, as amended by AB 801, an operator is required to delete a student's covered information that is not subject to the California Consumer Privacy Act which is under the operator's control, as specified below. Business and Professions Code 22584 and 22586, as amended by AB 801, do not require the deletion of mandatory permanent student records or any official records or files directly related to a student and maintained by the operator, school, or district.]

If student records containing covered information which is not subject to the California Consumer Privacy Act are under the control of the operator of a website, online service or application, or mobile application, and the student's parent/guardian or the student, if 18 years of age or older, requests deletion of such records, the Superintendent or designee shall provide documentation to the operator that the student has not been enrolled in the district for at least 60 days. (Business and Professions Code 22584)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information, including which information should not be solicited.

CSBA NOTE: Pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

CSBA NOTE: Education Code 234.7~~, as added by AB 699 (Ch. 493, Statutes of 2017)~~, prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members, as provided below. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information ~~to U.S. Immigration and Customs Enforcement~~, as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.

~~Pursuant to Education Code 234.7, districts are mandated to adopt the~~ The following two paragraphs ~~consistent with the~~ are equivalent to model policy ~~developed by the California Attorney General~~language from the 2024 Guidance.

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. ~~The~~In accordance with Board Policy 5145.13 – Response to Immigrant Enforcement, the Superintendent or designee shall not disclose

student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena/warrant. If a district employee receives such a request, ~~he/she~~the employee shall ~~immediately report the request~~respond in accordance with Board Policy 5145.13 – Response to ~~the Superintendent~~Immigrant Enforcement. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

~~CSBA NOTE: The following paragraph reflects a requirement of Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017).~~

~~The Superintendent or designee~~The district or any district employee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, ~~nor shall he/she~~or disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. ~~Such~~This prohibition does not apply to information ~~may only be compiled or exchanged with other local, state, or federal agencies if the information~~that is aggregated and is not personally identifiable. (Government Code 8310.3)

CSBA NOTE: Pursuant to Family Code 6323.5, districts are required to develop protocols to comply with a court's restraining order that prohibits a party from accessing records and information pertaining to the education, daycare, health care, recreational activities, or employment of a minor child of the parties, which may include prohibiting access to a parent/guardian who would otherwise be entitled to the records. The protocols must, at a minimum, (1) designate an appropriate employee(s) who is responsible for receiving protective order(s), (2) establish a means of ensuring that the restrained party is not able to access the prohibited records or information, and (3) implement a procedure for submitting a copy of the restraining order including confirmation of when and to whom it was submitted. It is recommended that districts with questions about complying with these procedures consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. (Family Code 6323.5)

Student Records from Social Media

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Pursuant to Education Code 49073.6, any district considering a program to gather information from students' social media activity, as defined, must first notify students and parents/guardians and provide an opportunity for public comment. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980. If such a program is then adopted, the district must comply with program requirements reflected in the section "Student Records from Social Media" in the accompanying administrative regulation.

~~The~~It is recommended that the district ~~should~~ consult CSBA's District and County Office of

Education Legal Services or district legal counsel before gathering any other online information that does not meet the definition of social media in Education Code 49073.6.

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

~~Contract for Digital Storage, Management~~Retention, Disclosure, and ~~Retrieval~~Security of Student Records

CSBA NOTE: The use of artificial intelligence (AI) may pose risks to keeping student records private and secure. CSBA's, "Understanding Artificial Intelligence in K-12 Education: What Governance Teams Should Know," cautions districts to consider whether information about students shared with or stored in an AI-enabled system is subject to federal or state privacy laws and whether interactions between students and AI systems may create records that are required to be protected by law, such as when a chatbot or automated tutor generates written guidance to a student.

The Superintendent or designee shall ensure the confidentiality of student records as required by law and shall establish processes and procedures to safeguard data against damage, loss, or theft, including damage, loss, or theft, which may be caused by the use of technology, including artificial intelligence and breaches to the district's digital infrastructure, in the retention or disclosure of student records. Additionally, in accordance with Board Policy 5145.13 – Response to Immigration Enforcement, all district staff shall avoid the disclosure of information that may indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by law.

The Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect student records from breaches to the district's digital infrastructure.

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

CSBA NOTE: Education Code 49073.1 authorizes districts to enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or for software designed for this purpose. A district that chooses to enter into such a contract is **mandated** to adopt policy allowing such contracts and must ensure that the contract includes all the provisions specified in Education Code 49073.1. Also see BP 3312 - Contracts.

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 16020-16027	Destruction of records of school districts
5 CCR 430-438	Individual student records
Bus. and Prof. Code 22580-22582	Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	~~Student~~K-12 Pupil Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Code of Civil Procedure 1985.3	Subpoena duces tecum
Ed. Code 17604	Delegation of powers to agents
Ed. Code 220.3	Prohibition for employee or contractor to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 35266	Reporting of cyberattacks
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48853.5	Foster youth; placement, immunizations
Ed. Code 48902	Notification of law enforcement of specified violations
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49091.14	Parental review of curriculum
Ed. Code 51745	Independent study
Ed. Code 56041.5	Rights of students with disabilities
Ed. Code 56050	Surrogate parents

Ed. Code 56055	Foster parents
Ed. Code 60900-60901	California Longitudinal Pupil Achievement Data System
Ed. Code 69432.9	Cal Grant program; notification of grade point average
Ed. Code 69475	Conditional repeal of Cal Grant program
Fam. Code 3025	Access to records by noncustodial parents
Fam. Code 6323.5	Ex parte orders
Fam. Code 6552	Caregiver's authorization affidavit
Gov. Code 7920.000-7930.215	California Public Records Act
H&S Code 120440	Immunizations; disclosure of information
Pen. Code 245	Assault with deadly weapon
W&I Code 16010	Health and education records of a minor
W&I Code 681	Truancy petitions
W&I Code 701	Juvenile court law
Federal	**Description**
15 USC 6501-6506	Children's Online Privacy Protection Act
16 CFR Part 312	Children's Online Privacy Protection Rule
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	~~Privacy rights~~Protection of Pupil Rights Amendment
26 USC 152	Definition of dependent child
34 CFR 300.501	Opportunity to examine records for parents of student with disability
34 CFR 99.1-99.~~67~~8	Family Educational Rights and Privacy
42 USC 11434a	McKinney-Vento Homeless Assistance Act; definitions
Management Resources	**Description**
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, ~~April 2018~~December 2024
~~CSBA Publication~~	~~Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017~~
CSBA Publication	Understanding Artificial Intelligence in K-12 Education: What Governance Teams Should Know, September 2023 (https://www.csba.org/-

	/media/CSBA/Files/GovernanceResources/PolicyNews_Briefs/Technology/AI-Brief-REPD_09-2023.ashx)
Federal Register	Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855
~~National School Boards Association Publication~~	~~Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014~~
U.S. Department of Education Publication	A Parent Guide to the Family Educational Rights and Privacy Act (FERPA), July 2021 (https://studentprivacy.ed.gov/resources/parent-guide-family-educational-rights-and-privacy-act-ferpa)
U.S. Department of Education Publication	An Eligible Student Guide to the Family Educational Rights and Privacy Act (FERPA), March 2023 (https://studentprivacy.ed.gov/resources/eligible-student-guide-family-educational-rights-and-privacy-act-ferpa)
U.S. Department of Education Publication	~~Joint~~ Family Educational Rights and Privacy Act, Guidance for School Officials on ~~the Application of FERPA and HIPAA to~~ Student Health Records, ~~November 2008~~April 2023 (https://studentprivacy.ed.gov/resources/family-educational-rights-and-privacy-act-guidance-school-officials-student-health)
~~U.S. Department of Education Publication~~	~~IDEA and FERPA Confidentiality Provisions, 2014~~
U.S. Department of Education Publication	School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA), February 2019 (https://studentprivacy.ed.gov/resources/school-resource-officers-school-law-enforcement-units-and-ferpa)
U.S. Department of Education Publication	~~Balancing Student Privacy and School Safety: A Guide to~~Joint Guidance on the Application of the Family Educational Rights and Privacy Act ~~for Elementary~~(FERPA) and the Health Insurance Portability and ~~Secondary Schools, Oct 2007~~Accountability Act of 1996 (HIPAA) to Student Health Records, rev. 2019 (https://studentprivacy.ed.gov/resources/joint-guidance-application-ferpa-and-hipaa-student-health-records)
U.S. Department of Education Publication	IDEA and FERPA Crosswalk: A side-by-side comparison of the privacy provisions under Parts B and C of the IDEA and FERPA, August 2022

	(https://studentprivacy.ed.gov/sites/default/files/resource_document/file/IDEA-FERPA%20Crosswalk_08242022.pdf)
Website	CSBA District and County Office of Education Legal Services
~~Website~~	~~National School Boards Association~~
Website	U.S. Department of Education, Protecting Student Privacy (https://studentprivacy.ed.gov/)
~~Website~~	~~U.S. Department of Education, Office of the Chief Privacy Officer~~
Website	California Department of Education
Website	California IT in Education, Student Data Privacy (https://www.cite.org/stuprivacy)
Website	California Office of the Attorney General (https://oag.ca.gov/)
Website	CSBA

Cross References

Code	Description
0440	District Technology Plan
0440	District Technology Plan
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records

1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3290	Gifts, Grants And Bequests
3312	Contracts
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.6	Personnel Files
4113.5	Working Remotely
4117.7	Employment Status Reports
4119.23	Unauthorized Release Of Confidential/Privileged Information
4158	Employee Security
4158	Employee Security
4212.6	Personnel Files
4213.5	Working Remotely
4219.21	Professional Standards
4219.21-E(1)	Professional Standards

4219.23	Unauthorized Release Of Confidential/Privileged Information
4258	Employee Security
4258	Employee Security
4312.6	Personnel Files
4313.5	Working Remotely
4317.7	Employment Status Reports
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5111.2	Nonresident Foreign Students
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board

5113.2	Work Permits
5113.2	Work Permits
5119	Students Expelled From Other Districts
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.61	Drug Testing
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5138	Conflict Resolution/Peer Mediation
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services

5141.26	Tuberculosis Testing
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5148	Child Care And Development
5148	Child Care And Development
~~5148.2~~	~~Before/After School Programs~~
~~5148.2~~	~~Before/After School Programs~~
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education

6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178.1	Work-Based Learning

6178.1	Work-Based Learning
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 5125: Student Records

Status: ADOPTED

Original Adopted Date: 12/01/2014 | **Last Revised Date:** ~~12~~03/01/~~2021~~2025 | **Last Reviewed Date:** ~~12~~03/01/~~2021~~2025

CSBA NOTE: The following **mandated** administrative regulation and accompanying Board policy address student records, which are governed by both federal and state law, including the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g, 34 CFR 99.1-99.8), the Protection of Pupil Rights Amendment (PPRA) (20 USC 1232h), the Children's Online Privacy Protection Act (COPPA) (15 USC 6501-6506, 16 CFR 312), Education Code 49069.7 and 49073.1, K-12 Pupil Online Personal Information Protection Act (Business and Professions Code 22584), Early Learning Personal Information Protection Act (Business and Professions Code 22586), and 5 CCR 430-438. For information regarding public access to certain records in accordance with the California Public Records Act (CPRA) (Government Code 7920.000 - 7930.215), see BP/AR 1340 - Access to District Records and BB 9012 - Board Member Electronic Communications. For information regarding retention of records, see BP/AR 3580 - District Records and AR 4112.6/4212.6/4312.6 - Personnel Files.

Pursuant to 5 CCR 431, districts are **mandated** to establish policies and procedures to implement state law and regulations regarding student records, including policies and procedures which (1) enumerate and describe the student records collected and maintained by the district, (2) ensure security of the records, and (3) guarantee access to authorized persons within five days of a request. Education Code 49069.7 **mandates** procedures related to parental review of student records. The following administrative regulation includes language implementing these mandates.

Pursuant to Education Code 234.7, districts were **mandated** to adopt policies with language that is equivalent to the model policy language developed by the California Attorney General in "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues," first published in April 2018 ("2018 Guidance"), by June 1, 2018. The Attorney General updated the 2018 Guidance in December 2024 ("2024 Guidance") and has stated that districts "should" adopt or update their policies based on the 2024 Guidance by May 1, 2025. The 2024 Guidance is available on the Office of the Attorney General's website and includes model policy language regarding student records.

Definitions

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication

technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

~~CSBA NOTE: Guidance issued by the U.S. Department of Education (USDOE) and U.S. Department of Health and Human Services clarifies that a student's immunization and health record maintained by the district is a "student record" subject to the Family Educational Rights and Privacy Act (FERPA).~~

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

CSBA NOTE: Education Code 49063 requires districts to include the criteria for defining "legitimate educational interest" and "school officials and employees" in their annual notification; see "Notification of Parents/Guardians", below.

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose official duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require access to information contained in student records.

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members

3. The address of the student or student's family

CSBA NOTE: Pursuant to 34 CFR 99.3, the definition of "personally identifiable information" includes a personal identifier such as a student's social security number. Education Code 49076.7 prohibits districts from collecting or soliciting social security numbers, or the last four digits of social security numbers, from students or their parents/guardians unless otherwise required to do so by state or federal law. If a social security number is collected under such circumstances, it must be classified as personally identifiable information and is subject to the restrictions related to access or de-identification of records specified in 34 CFR 99.30-99.39 and this administrative regulation.

4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)

5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name

6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty

7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

CSBA NOTE: 34 CFR 99.31 defines "school officials and employees" for purposes of determining who may be given personally identifiable information from student records, as provided below. In 73 Fed. Reg. 74815 (2008), the U.S. Department of Education (USDOE) stated that local agencies are in the best position to determine the types of parties who may serve as school officials. Examples cited include school transportation officials (including bus drivers), school nurses, practicum and fieldwork students, unpaid interns, consultants, contractors, volunteers, and other outside parties providing institutional services and performing institutional functions, provided that each of the requirements in 34 CFR 99.31 has been met.

School officials and employees are officials or employees, including teachers, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

CSBA NOTE: USDOE and the U.S. Department of Health and Human Services', "Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records," clarifies that a student's immunization and health record maintained by the district is a "student record" subject to FERPA.

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of the employee's duties, or maintained by a party acting for the district. Any information maintained for

the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 34 CFR 99.3)

1. Directory information

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

~~CSBA NOTE: USDOE guidance, Balancing Student Privacy and School Safety, clarifies that records created by the district's law enforcement unit, such as student images appearing on security videotapes, are not considered student records under FERPA as long as the records are created for a law enforcement purpose.~~

CSBA NOTE: USDOE guidance, "School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA)," clarifies that records created by the district's law enforcement unit, such as student images appearing on security videotapes, are not considered student records under FERPA as long as the records are created for a law enforcement purpose.

~~3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8 (5 CCR 430)~~
3. Records of the law enforcement unit of the district, as specified in 34 CFR 99.8

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

~~CSBA NOTE: Education Code 49063 requires districts to include the criteria for defining "legitimate educational interest" and "school officials and employees" in their annual notification; see section "Notification of Parents/Guardians" below.~~

~~CSBA NOTE: 34 CFR 99.31 defines "school officials and employees" for purposes of determining who may be given personally identifiable information from student records, as provided below. In 73 Fed. Reg. 74815 (2008), USDOE stated that local agencies are in the best position to determine the types of parties who may serve as school officials. Examples cited include school transportation officials (including bus drivers), school nurses, practicum and fieldwork students, unpaid interns, consultants, contractors, volunteers, and other outside parties providing institutional services and performing institutional functions, provided that each of the requirements in 34 CFR 99.31 has been met.~~

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

CSBA NOTE: Pursuant to Family Code 6323.5, districts are required to develop protocols to comply with a court's restraining order that prohibits a party from accessing records and information pertaining to the education, daycare, health care, recreational activities, or

employment of a minor child of the parties, which may include a parent/guardian who would otherwise be entitled to the records. For additional information see the accompanying Board policy.

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069.7; Family Code 3025)

   However, the district shall not disclose student records to a party, including a parent/guardian, who is legally prohibited from accessing records and information of a student pursuant to a restraining order. (Family Code 6323.5)

2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)

CSBA NOTE: Pursuant to Education Code 56041.5, all the rights accorded to the parent/guardian of a student with ~~disabilities~~exceptional needs, including the right to access student records, are transferred to the student at 18 years of age, except when the student has been declared incompetent under state law.

3. Parents/guardians of an adult student with ~~disabilities~~exceptional needs who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

CSBA NOTE: Education Code 49076 and 34 CFR 99.31 require that access to relevant records be given to parents/guardians of a dependent child, defined by 26 USC 152 as one who lives with a parent/guardian for more than half the taxable year, meets the specified age requirements, has not provided more than half of one's own support during that year, and has not filed a joint tax return with a spouse.

1. Parents/guardians of a student 18 years of age or older who is a dependent child as defined in 26 USC 152 (Education Code 49076; 34 CFR 99.31)

2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076)

3. School officials and employees, consistent with the definition provided in ~~the section~~ "Definitions~~;~~," above (Education Code 49076; 34 CFR 99.31)

4. Members of a school attendance review board (SARB) appointed pursuant to Education Code 48321 who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for

purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

CSBA NOTE: 34 CFR 99.34 requires the district to make a reasonable attempt to notify the parent/guardian or adult student when the district discloses certain information as described in the following paragraph. However, if the district includes a statement in its annual parental notification that the district may forward education records under such circumstances, it is not obligated to individually notify parents/guardians or adult students. The following optional paragraph may be deleted by districts that include such a statement in their annual parental notification. See ~~section below entitled~~ "Notification of Parents/Guardians~~."~~," below.

~~6.~~ Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at the last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

CSBA NOTE: Item #6 ~~below~~ is for use by districts that maintain high schools. Education Code 69432.9 provides that all students in grade 12 will be considered Cal Grant applicants and will have their grade point average (GPA) submitted to the Student Aid Commission, unless they opt out or are permitted under Commission rules to submit test scores in lieu of the GPA. Education Code 69432.9 requires that the report be submitted on a standardized form provided by the Commission. Pursuant to Education Code 69432.92, the Commission may also require that districts submit verification of high school graduation or its equivalent for all students who graduated in the prior academic year, except for students who have opted out.

Education Code 69432.9 requires that parents/guardians be notified that their child's GPA will be forwarded, unless they opt out within the time period specified in the notice. This notification ~~could~~may be included in the annual parental notification issued pursuant to Education Code 48980.

Pursuant to Education Code 69475, portions of the existing Cal Grant Program will be conditionally repealed upon the Legislature's implementation of the Cal Grant Reform Act. AB 107 (Ch. 22, Statutes of 2024) announced the Legislature's intent to "phase in" the Cal Grant Reform Act beginning in 2025-26. As such, the existing Cal Grant Program remains in effect, but it is recommended that districts with questions about the Cal Grant Reform Act's effect on the existing Cal Grant Program consult CSBA's District and County Office of Education Legal Services or district legal counsel.

~~7.~~6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when required, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program.

However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

No later than January 1 each year, the Superintendent or designee shall notify each student in grade 11, and the student's parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission by October 1, unless the student opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

CSBA NOTE: Item #7 is for use by districts that serve students in grades 9-12. Pursuant to Education Code 60900, as amended by SB 153 (Ch. 38, Statutes of 2024), districts are required to, on or before January 1, 2026, enter into a data sharing agreement with the California College Guidance Initiative (CCGI), and by June 30, 2026, submit data for students in grades 9-12, as specified. Pursuant to Education Code 60900 and 60900.5, as amended by SB 153, the California Department of Education (CDE) also shares specified data with CCGI. The district is required to include in the annual notification to parents/guardians the sharing of data with CCGI; see "Notification of Parents/Guardians," below.

7. The California College Guidance Initiative (CCGI) in accordance with a data sharing agreement pursuant to Education Code 60900, to provide data for use when planning for and applying to California public colleges and universities (Education Code 60900, 60900.5)

8. Federal, state, and local officials, as needed for an audit or evaluation of, or compliance with, a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

CSBA NOTE: Pursuant to Education Code 49076, county placing agencies authorized to assess the effectiveness of a state or federally funded program on behalf of federal, state, or local officials and agencies may be allowed access to student records. Education Code 49076 also authorizes districts, county offices of education, and county placing agencies to develop cooperative agreements to facilitate confidential access to and exchange of student information by email, facsimile, electronic format, or other secure means, provided the agreement complies with the requirements of 34 CFR 99.35.

9. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to ~~item #7~~Item #8 above (Education Code 49076)

10. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

    Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

11. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

12. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

13. Any probation officer, district attorney, or counsel of record for a student who is a minor for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

    When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

14. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

    In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

15. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

    Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district. (Education Code 49069.3)

16. A student age 14 years or older who is ~~both~~ a ~~homeless~~ ~~student~~ ~~and~~ an unaccompanied minor experiencing homelessness as defined in 42 USC 11434a (Education Code 49076)

17. An individual who completes items #1-4 of the ~~caregiver's~~ ~~authorization~~ ~~affidavit~~Caregiver's Authorization Affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

18. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility in accordance with state or tribal law for the care and protection of a student, provided that the individual is authorized by the agency or organization to receive the records and the information requested is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC ~~1232(g))~~1232g)

19. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with ~~disabilities~~exceptional needs who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

    When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in ~~item #12~~Item #13 above. (Education Code 49076)

20. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5)

    In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district in California or any other state or to a California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (FERPA). (Education Code 49076; 20 USC 1232g; 34 CFR 99.1-99.8)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

Discretionary Access

At the discretion of the Superintendent or designee, information may be released from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in connection with an emergency if the knowledge of the information is necessary to protect the health ~~and~~or safety of the student or other persons ~~are at stake~~ (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

    When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

~~2.~~ Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

~~3.~~ 2. Accrediting associations in order to carry out their accrediting functions (Education Code 49076; 34 CFR 99.31)

4. 3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizationsOrganizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)

   a. The study is conducted in a manner that does not permit personal identification of students or parents/guardians by individuals other than representatives of the organization who have legitimate interests in the information.

   b. The information is destroyed when no longer needed for the purposes for which the study is conducted.

   c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.

5. 4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)

6. 5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

CSBA NOTE: Education Code 49076 includes "contractors" and "consultants," as defined in the section "Definitions" above, with a legitimate educational interest who have a formal written agreement or contract with the district, among the categories of individuals to whom a student's personally identifiable information may be disclosed under certain circumstances. Unlike 34 CFR 99.31, however, Education Code 49076 prohibits disclosure of such information to volunteers and other parties.

Pursuant to Education Code 49073.1, a district may enter into a contract with a third party to provide (1) services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or (2) digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records as provided. When entering into a contract with a third party, it is recommended that districts utilize data sharing agreements to ensure contractors, consultants, and vendors comply with student data privacy laws. California IT in Education (CITE) has student data privacy resources, including a sample student data privacy agreement, available on its website. For more information on contracts for digital storage and maintenance of student records, see BP 3312 - Contracts.

7. 6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract with the district, excluding volunteers or other parties (Education Code 49076)

CSBA NOTE: Items #7 and 8 below are for use by districts that maintain high schools.

~~8.~~ 7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or the student's parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31)

~~9.~~ 8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the limits set by 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.37)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or ~~the federal Family Educational Rights and Privacy Act.~~FERPA. (Education Code 49076; 20 USC 1232g; 34 CFR 99.1-99.8)

De-identification of Records

CSBA NOTE: 20 USC ~~1232(g))~~1232g and Education Code 49076 authorize the district to release student records for specified purposes ~~(e.g., to federal and state officials conducting program audits or to organizations conducting studies)~~ without parent/guardian consent after the removal of all "personally identifiable information"~~,~~" as defined in ~~the section entitled~~ "Definitions" above, and provided that the district has made a reasonable determination that a student's identity will not be personally identifiable through single or multiple releases. Education Code 49074 further authorizes the district to provide de-identified statistical data to public or private agencies, postsecondary institutions, or educational research organizations when such actions would be "in the best educational interests of students."

34 CFR 99.31 lists objective standards under which districts may release information from de-identified records. These standards are applicable to both requests for individual, redacted records and requests for statistical information from multiple records.

When authorized by law for any program audit, educational research, or other purpose, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 20 USC 1232g; 34 CFR 99.31)

Process for Providing Access to Records

CSBA NOTE: Education Code 49069.7 **mandates** procedures for notifying parents/guardians of the location of student records if not centrally located. The following paragraph may be expanded to include notification procedures.

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians and adult students shall be notified of the location of student records if not centrally located. (Education Code 49069.7; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

CSBA NOTE: 5 CCR 431 **mandates** districts to establish written procedures to ensure the security of student records~~.~~, including (1) guaranteeing access to authorized persons within five business days following the date of request, (2) assuring security of the records, and (3) enumerating and describing the student records collected and maintained by the district. The following three paragraphs reflect this mandate and should be modified to reflect any specific physical, technological, or administrative controls developed by the district. The types of student records collected and maintained by the district are enumerated and described in "Retention and Destruction of Student Records," below.

34 CFR 99.31 requires districts to use "reasonable methods" to (1) ensure that school officials, employees, and outside contractors obtain access to only those records, both paper and electronic, in which they have a legitimate educational interest and (2) identify and authenticate the identity of parents/guardians, students, school officials, and any other party to whom the district discloses personally identifiable information from education records. In addition, 34 CFR 99.31 specifies that a district ~~which~~that does not use physical or technological access controls ~~(e.g.,~~ such as a locked file cabinet or computer security limiting access~~)~~, must ensure that its administrative policy for controlling access is effective and remains in compliance with the "legitimate educational interest" requirement.

~~The Analysis to Comments and Changes~~In commentary accompanying the Final Rule (73 Fed. Reg. 237, page 74817~~)~~), USDOE suggests a balance of physical, technological, and administrative controls to prevent unauthorized access and to ensure that school officials do not have unrestricted access to the records of all students. The Analysis also clarifies that the reasonableness of the method depends, in part, on the potential harm involved. For example, high-risk records, such as social security numbers or other information that could be used for identity theft, should receive greater and more immediate protection.

In addition, as a condition of participation in an interagency data information system ~~(e.g.,~~ such as the California Longitudinal Pupil Achievement Data System (CALPADS), Education Code 49076 requires that the district develop security procedures or devices by which unauthorized personnel cannot access data in the system and procedures or devices to secure privileged or confidential data from unauthorized disclosure.

The custodian of records shall develop reasonable methods, including physical, technological, and administrative policy controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. ~~(~~(Education Code 49076; 5 CCR 431; 34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate

the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

~~CSBA NOTE: 34 CFR 99.30 specifies information that must be included in the parent/guardian consent form, as provided below. The provisions in the following two paragraphs are required pursuant to the California Attorney General's model policy developed pursuant to Education Code 234.7. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.~~CSBA NOTE: Education Code 49069.7 and 5 CCR 431 **mandate** that the district adopt procedures for granting parent/guardian requests to inspect, review, and obtain copies of records.

Within five business days following the date of request, the authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069.7; 5 CCR 431)

CSBA NOTE: 34 CFR 99.30 specifies information that is required be included in the parent/guardian consent form, as provided below.

When required by law, a student's parent/guardian or an adult student shall provide written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian or adult student, the district shall provide a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian or adult student refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

CSBA NOTE: Education Code 49069 ~~and 5 CCR 431 mandate that the district adopt~~.7 **mandates** procedures for ~~granting parent/guardian requests~~the availability of qualified certificated personnel to ~~inspect, review, and obtain copies of~~ interpret records when requested. The following paragraph may be expanded to include specific procedures for persons to request and receive the assistance of certificated personnel.

~~CSBA NOTE: Education Code 49069 mandates procedures for the availability of qualified certificated personnel to interpret records when requested. The following paragraph may be expanded to include specific procedures for persons to request and receive the assistance of certificated personnel.~~

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069.7)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

The custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

CSBA NOTE: Although Education Code 49064 does not require the district to record access by individuals specified in ~~items~~Items #1-5 below, the district may consider recording access by all individuals as part of the reasonable administrative controls required by 34 CFR 99.31; see ~~section above entitled~~ "Process for Providing Access to Records~~:~~"," above.

The log shall include requests for access to records by:

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

CSBA NOTE: Pursuant to Education Code 234.7, any request for student information by a law enforcement agency for the purpose of enforcing immigration laws must be reported to the Superintendent and the Governing Board; see the accompanying Board policy. Therefore, it is recommended that the custodian of records make an entry in the log regarding any such requests, as provided in ~~item~~Item #6 below.

6. Law enforcement personnel seeking ~~to enforce~~ immigration ~~laws~~-related information

The log shall be open to inspection only by the parent/guardian, adult student, dependent adult student, custodian of records, and certain state or federal officials specified in Education Code 49064. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

CSBA NOTE: Education Code 49069.7 **mandates** that the district adopt procedures for granting parent/guardian requests for copies of student records pursuant to Education Code 49065.

To provide copies of any student record, the district may charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

Changes to Student Records

Only a parent/guardian having legal custody of a student or a student who is 18 years of age or is attending an institution of postsecondary education may challenge the content of a record or offer a written response to a record. (Education Code 49061)

No addition or change shall be made to a student's record after high school graduation or permanent departure, other than routine updating, unless required by law or with prior consent of the parent/guardian or adult student. (Education Code 49070; 5 CCR 437)

CSBA NOTE: In CALPADS', "Update FLASH #158, Guidance for Changing a Student's Legal Name in CALPADS", ~~the California Department of Education,~~" CDE states that a request to change a student's legal name must be supported by legal documentation such as a court record, birth certificate, or passport.

Pursuant to Education Code 220.3, as added by AB 1955 (Ch. 95, Statutes of 2024), a district is prohibited from requiring an employee or contractor to disclose any information related to a student's sexual orientation, gender identity, or gender expression, including changing student records, to any other person without the student's consent unless otherwise required by state or federal law.

Any request to change a student's legal name in the student's mandatory permanent student record shall be accompanied with appropriate documentation.

Any challenge to the content of a student's record shall be filed in accordance with Education Code 49070 and the process specified in ~~AR~~Administrative Regulation 5125.3 - Challenging Student Records. ~~(Education Code 49070)~~

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date
3. Sex of student
4. Name and address of parent/guardian of minor student
    a. Address of minor student if different from the above
    b. Annual verification of parent/guardian's name and address and student's residence
5. Entrance and departure dates of each school year and for any summer session or other extra session

6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given towards graduation

7. Verification of or exemption from required immunizations

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

2. A log identifying persons or organizations who request or receive information from the student record

3. Health information, including verification or waiver of the health screening for school entry

4. Information on participation in special education programs, including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge

5. Language training records

6. Progress slips/notices required by Education Code 49066 and 49067

7. Parental restrictions/stipulations regarding access to directory information

8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action

9. Parent/guardian authorization or prohibition of student participation in specific programs

10. Results of standardized tests administered within the past three years

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program and their usefulness ceases, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings

2. Standardized test results older than three years

3. Routine ~~disciplinary~~discipline data

4. Verified reports of relevant behavioral patterns

5. All disciplinary notices

6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of rights regarding student records, including a parent/guardian's right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

CSBA NOTE: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below. Once the record is received, the Superintendent or designee must inform the student's teachers of the acts; see AR 4158/4258/4358 - Employee Security.

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in the student's suspension or expulsion. (Education Code 48201)

CSBA NOTE: Pursuant to Education Code 49068, a district is required to transfer a copy of a student's records to another school in which the student is enrolled or intends to enroll within 10 school days of receiving a request for the records. However, this is not applicable in circumstances where a more restrictive timeline is required. For example, a district is required to transfer the records of a student who is a foster youth to the new school within two business days, pursuant to Education Code 48853.5.

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

Additionally, when a student in foster care is enrolling in a district school, the district's liaison for foster youth shall contact, within two business days of the student's request for enrollment, the school last attended by the student to obtain all academic and other records. (Education Code 48853.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of damage or

loss of school property, this information shall be sent to the requesting district along with the student's records.

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with ~~disabilities.~~exceptional needs. (Education Code 48985, 49063; 5 CCR 431; 34 CFR 99.7)

The notice shall include: (Education Code 49063, 60900.5; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

CSBA NOTE: Item #12 is for districts that serve students in grades 9-12. Pursuant to Education Code 60900, as amended by SB 153, districts are required to annually notify parents/guardians that specified district data and data collected by CDE is shared with CCGI.

12. The sharing with CCGI of specified district data and data collected by the California Department of Education for the purposes of college admissions, academic placement, and eligibility for student financial aid (Education Code 60900)

~~12.~~ 13. Any other rights and requirements set forth in Education Code 49060-49085, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g

CSBA NOTE: Pursuant to 34 CFR 99.34, if the district's annual parental notification contains the information described in optional ~~item~~ ~~#13~~Item #14 below, the district does not need to attempt to individually notify a parent/guardian or adult student when the district discloses an education record to officials of another school, school system, or postsecondary institution ~~(~~; see ~~item~~Item #5 in the list of persons/agencies with legitimate educational interests in ~~the section entitled~~ "Access for Limited Purpose/Legitimate Educational Interest"~~,~~" above~~)~~.

~~13.~~ 14. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

CSBA NOTE: The following paragraph reflects ~~the Attorney General's~~ model policy language from the 2024 Guidance developed pursuant to Education Code 234.7.

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

CSBA NOTE: The following optional section is for use by districts that have adopted a program, pursuant to Education Code 49073.6, to gather or maintain any information obtained from students' social media activity that pertains directly to school safety or student safety. Districts that adopt such a program, as specified in the accompanying Board policy, must comply with the requirements described below. Districts that have not adopted such a program should delete the following section.

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety

2. Provide a student with access to any information that the district obtained from the student's social media activity and an opportunity to correct or delete such information

3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first

4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in ~~item~~Item #3 above~~.~~

   The notification shall also include, but is not limited to, an explanation of the process by which a student or the student's parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to

Education Code 48980.

5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:

   a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or the student's parent/guardian

   b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

Updating Name and/or Gender of Former Students

CSBA NOTE: Education Code 49062.5 requires a district to update a former student's records to reflect a change to the former student's name and/or gender, as specified below.

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the district shall update the former student's records to include the updated legal name and/or gender. Upon request by the former student, the district shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. (Education Code 49062.5)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request

2. The date the requested records were reissued to the former student

3. A list of the records that were requested by and reissued to the former student

4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender

5. The name of the employee who completed the request

6. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name and/or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and ~~AR~~Administrative Regulation 5125.3 - Challenging Student Records. (Education Code 49062.5)

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 16020-16027	Destruction of records of school districts
5 CCR 430-438	Individual student records
Bus. and Prof. Code 22580-22582	Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	~~Student~~K-12 Pupil Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Code of Civil Procedure 1985.3	Subpoena duces tecum
Ed. Code 17604	Delegation of powers to agents
Ed. Code 220.3	Prohibition for employee or contractor to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 35266	Reporting of cyberattacks
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48853.5	Foster youth; placement, immunizations
Ed. Code 48902	Notification of law enforcement of specified violations
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49091.14	Parental review of curriculum
Ed. Code 51745	Independent study
Ed. Code 56041.5	Rights of students with disabilities
Ed. Code 56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 60900-60901	California Longitudinal Pupil Achievement Data System
Ed. Code 69432.9	Cal Grant program; notification of grade point average
Ed. Code 69475	Conditional repeal of Cal Grant program

Fam. Code 3025	Access to records by noncustodial parents
Fam. Code 6323.5	Ex parte orders
Fam. Code 6552	Caregiver's authorization affidavit
Gov. Code 7920.000-7930.215	California Public Records Act
H&S Code 120440	Immunizations; disclosure of information
Pen. Code 245	Assault with deadly weapon
W&I Code 16010	Health and education records of a minor
W&I Code 681	Truancy petitions
W&I Code 701	Juvenile court law

Federal	**Description**
15 USC 6501-6506	Children's Online Privacy Protection Act
16 CFR Part 312	Children's Online Privacy Protection Rule
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	~~Privacy rights~~Protection of Pupil Rights Amendment
26 USC 152	Definition of dependent child
34 CFR 300.501	Opportunity to examine records for parents of student with disability
34 CFR 99.1-99.~~67~~8	Family Educational Rights and Privacy
42 USC 11434a	McKinney-Vento Homeless Assistance Act; definitions

Management Resources	**Description**
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, ~~April 2018~~December 2024
~~CSBA Publication~~	~~Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017~~
CSBA Publication	Understanding Artificial Intelligence in K-12 Education: What Governance Teams Should Know, September 2023 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/PolicyNews_Briefs/Technology/AI-Brief-REPD_09-2023.ashx)
Federal Register	Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

~~National School Boards Association Publication~~	~~Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014~~
U.S. Department of Education Publication	A Parent Guide to the Family Educational Rights and Privacy Act (FERPA), July 2021 (https://studentprivacy.ed.gov/resources/parent-guide-family-educational-rights-and-privacy-act-ferpa)
U.S. Department of Education Publication	An Eligible Student Guide to the Family Educational Rights and Privacy Act (FERPA), March 2023 (https://studentprivacy.ed.gov/resources/eligible-student-guide-family-educational-rights-and-privacy-act-ferpa)
U.S. Department of Education Publication	~~Joint~~ Family Educational Rights and Privacy Act, Guidance for School Officials on ~~the Application of FERPA and HIPAA to~~ Student Health Records, ~~November 2008~~April 2023 (https://studentprivacy.ed.gov/resources/family-educational-rights-and-privacy-act-guidance-school-officials-student-health)
~~U.S. Department of Education Publication~~	~~IDEA and FERPA Confidentiality Provisions, 2014~~
U.S. Department of Education Publication	School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA), February 2019 (https://studentprivacy.ed.gov/resources/school-resource-officers-school-law-enforcement-units-and-ferpa)
U.S. Department of Education Publication	~~Balancing Student Privacy and School Safety: A Guide to~~Joint Guidance on the Application of the Family Educational Rights and Privacy Act ~~for Elementary~~(FERPA) and the Health Insurance Portability and ~~Secondary Schools, Oct 2007~~Accountability Act of 1996 (HIPAA) to Student Health Records, rev. 2019 (https://studentprivacy.ed.gov/resources/joint-guidance-application-ferpa-and-hipaa-student-health-records)
U.S. Department of Education Publication	IDEA and FERPA Crosswalk: A side-by-side comparison of the privacy provisions under Parts B and C of the IDEA and FERPA, August 2022 (https://studentprivacy.ed.gov/sites/default/files/resource_document/file/IDEA-FERPA%20Crosswalk_08242022.pdf)
Website	CSBA District and County Office of Education Legal Services
~~Website~~	~~National School Boards Association~~
Website	U.S. Department of Education, Protecting Student Privacy (https://studentprivacy.ed.gov/)

~~Website~~	~~U.S. Department of Education, Office of the Chief Privacy Officer~~
Website	California Department of Education
Website	California IT in Education, Student Data Privacy (https://www.cite.org/stuprivacy)
Website	California Office of the Attorney General (https://oag.ca.gov/)
Website	CSBA

Cross References

Code	Description
0440	District Technology Plan
0440	District Technology Plan
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3290	Gifts, Grants And Bequests
3312	Contracts
3515	Campus Security

3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.6	Personnel Files
4113.5	Working Remotely
4117.7	Employment Status Reports
4119.23	Unauthorized Release Of Confidential/Privileged Information
4158	Employee Security
4158	Employee Security
4212.6	Personnel Files
4213.5	Working Remotely
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4258	Employee Security
4258	Employee Security
4312.6	Personnel Files
4313.5	Working Remotely
4317.7	Employment Status Reports
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4358	Employee Security

4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5111.2	Nonresident Foreign Students
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5113.2	Work Permits
5113.2	Work Permits
5119	Students Expelled From Other Districts
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records

5126	Awards For Achievement
5126	Awards For Achievement
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.61	Drug Testing
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5138	Conflict Resolution/Peer Mediation
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.26	Tuberculosis Testing
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children

5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5148	Child Care And Development
5148	Child Care And Development
~~5148.2~~	~~Before/After School Programs~~
~~5148.2~~	~~Before/After School Programs~~
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation

6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children
6173	Education For Homeless Children

6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178.1	Work-Based Learning
6178.1	Work-Based Learning
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 5131: Conduct

Status: ADOPTED

Original Adopted Date: 03/01/2010 | **Last Revised Date:** ~~10~~03/01/~~2019~~2025 | **Last Reviewed Date:** ~~10~~03/01/~~2019~~2025

CSBA NOTE: The following optional policy may be revised to reflect district practice.

The Governing Board believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

CSBA NOTE: The district may modify, delete, or add to the items below to reflect district practice. Also see AR 5144.1 - Suspension and Expulsion/Due Process for conduct that constitutes grounds for suspension or expulsion.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program

3. Conduct that disrupts the orderly classroom or school environment

4. Willful defiance of staff's authority

5. Damage to or theft of property belonging to students, staff, or the district

6. Obscene acts or use of profane, vulgar, or abusive language

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited substances

CSBA NOTE: Penal Code 417.27 prohibits students from possessing laser pointers on school premises, unless the pointer is used for a valid instructional or other school-related purpose, as provided in ~~item~~Item #8 below. Penal Code 417.25 states that aiming or pointing a laser scope (i.e., a portable device capable of projecting a laser light on objects at a distance) at another person in a threatening manner, regardless of whether ~~or not~~ the laser scope is attached to a firearm, may be a misdemeanor if intended to cause a person fear of bodily harm.

8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose with prior permission of the principal or designee (Penal Code 417.27)

CSBA NOTE: Pursuant to Education Code 48901.5, the district may regulate the use of electronic signaling devices that operate through the transmission or receipt of radio waves~~.~~, such as paging and signaling equipment. However, student use of such devices may not be prohibited if essential for a student's health.

Additionally, pursuant to Education Code 48901.7, as ~~added~~amended by AB ~~272~~3216 (Ch. ~~42~~500, Statutes of ~~2019),~~ ~~authorizes~~2024), the Governing Board is required, by July 1, 2026, to develop in conjunction with students, parents/guardians, and district employees, adopt, and update every five years, a policy to limit or prohibit student use of smartphones while at a school site or ~~while~~ under the supervision and control of ~~an~~district employee(s). For more information regarding the limitation or prohibition of ~~the district, except under specified circumstances.~~ See~~student~~ use of smartphones and other mobile communication devices, see BP 5131.8 - Mobile Communication Devices.

9. Use of a ~~cell phone, smart watch, pager,~~smartphone or other mobile communication device ~~during instructional time or~~ in an unauthorized manner ~~in violation of district policy~~

10. Plagiarism or dishonesty on school work or tests

11. Wearing of any attire that violates district or school dress codes, including gang-related apparel

12. Tardiness or unexcused absence from school

13. Failure to remain on school premises in accordance with school rules

14. Other conduct prohibited by Education Code 48900-48915-48915

Employees are expected to enforce standards of conduct and~~,~~ when they observe or receive a report of a violation of these standards, to appropriately intervene, or seek assistance. As necessary, the employee shall refer the matter to a supervisor or the principal or designee.

CSBA NOTE: When school officials want to search a student or a student's belongings ~~(e.g.,~~ such as a backpack, purse, ~~cell phone or other mobile communication device,~~ or computer~~)~~, as part of an investigation of suspected student misconduct, the legality of the search will depend on whether the search is "reasonable~~"~~ ~~(New Jersey v. T.L.O);~~" For more information regarding the search of a student or a student's belongings, see BP/AR 5145.12 - Search and Seizure. The "reasonableness" of a search depends on (1) whether there is individualized suspicion that the search will turn up evidence of a student's violation of the law or school rules, and (2) whether the search is reasonably related to the objectives of the search and not excessively intrusive in light of the student's age, gender, and/or the nature of the infraction. Additionally, Penal Code 1546.1 prohibits warrantless searches of students' personal electronic devices such as mobile phones, except in narrowly defined circumstances. It is recommended that the district consult ~~with~~CSBA's District and County Office of Education Legal Services or district legal counsel ~~as appropriate.~~for questions related to the search of a student or the student's belongings.

When a school employee suspects that a search of a student or a student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with ~~BP/AR~~Board Policy and Administrative Regulation 5145.12 - Search and Seizure.

When a student uses any prohibited device, or uses a permitted device in an unauthorized manner, a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

CSBA NOTE: The following optional paragraph addresses students' off-campus conduct during nonschool hours. In general, ~~the~~ courts have upheld districts' discipline of students for off-campus conduct that posed a threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities. In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior.

Pursuant to Education Code 48900, districts have the authority to suspend or expel students who engage in cyberbullying off campus, provided that the act meets the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to the student's person or property, causing a substantially detrimental effect on the student's physical or mental health, causing substantial interference with the student's academic performance, or causing substantial interference with the student's ability to participate in or benefit from school services, activities, or privileges); see BP 5131.2 - Bullying.

In adopting policy related to off-campus conduct, it is recommended that districts ~~should~~ consult ~~with~~CSBA's District and County Office of Education Legal Services or district legal counsel to ensure that the policy does not violate students' First Amendment rights to freedom of speech or expression. ~~Also~~For more information regarding freedom of speech or expression, see BP 5145.2 - Freedom of Speech/Expression.

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	**Description**
5 CCR 300-307	Duties of students
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35181	Governing board authority to set policy on responsibilities of students
Ed. Code 35291-35291.5	Rules
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48900-48925	Suspension and expulsion
Ed. Code 51512	Prohibition against electronic listening or recording device in classroom without permission
Pen. Code 288.2	Harmful matter with intent to seduce
Pen. Code 313	Harmful matter
Pen. Code 417.25-417.27	Laser scope or laser pointer
Pen. Code 647	Use of camera or other instrument to invade person's privacy; misdemeanor
Pen. Code 653.2	Electronic communication devices; threats to safety
Veh. Code 23123-23124	Prohibitions against use of electronic devices while driving
Federal	**Description**

20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex

Management Resources	**Description**
California Department of Education Publication	Bullying at School, 2003
Court Decision	Lavine v. Blaine School District (2001, 9th Cir.) 257 F.3d 981
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
Court Decision	Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503
Court Decision	Bethel School District No. 403 v. Fraser (1986) 478 U.S. 675
Court Decision	Emmett v. Kent School District No. 415 (2000) 92 F.Supp. 1088
Court Decision	J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094
Court Decision	LaVine v. Blaine School District (2000, 9th Cir.) 257 F.3d 981
Court Decision	Mahanoy Area School District v. B.L. (2021) 141 S.Ct. 2038
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Website	CSBA District and County Office of Education Legal Services
Website	National School Safety Center
Website	Center for Safe and Responsible Internet Use
Website	California Department of Education, Safe Schools
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	**Description**
0440	District Technology Plan
0440	District Technology Plan

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1313	Civility
1330.1	Joint Use Agreements
3513.4	Drug And Alcohol Free Schools
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4131	Staff Development
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5127	Graduation Ceremonies And Activities
5131.1	Bus Conduct

5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5131.8	Mobile Communication Devices
5131.9	Academic Honesty
5132	Dress And Grooming
5132	Dress And Grooming
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety
5142	Safety

5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.9	Hate-Motivated Behavior
6116	Classroom Interruptions
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips

6159.4	Behavioral Interventions For Special Education Students
6162.54	Test Integrity/Test Preparation
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education
6184	Continuation Education

Policy 5131.6: Alcohol And Other Drugs

Status: ADOPTED

Original Adopted Date: 02/01/1996 | **Last Revised Date:** ~~10~~03/01/~~2017~~2025 | **Last Reviewed Date:** ~~10~~03/01/~~2017~~2025

The Governing Board believes that the use of alcohol or other drugs adversely affects a student's ability to achieve academic success, is physically and emotionally harmful, and has serious social and legal consequences. The Superintendent or designee shall develop comprehensive programs and activities to foster safe, healthy, and drug-free environments that support academic achievement.

CSBA NOTE: The ~~Every Student Succeeds Act (P.L. 114-95) amended 20 USC 7101-7122 to establish the~~ Student Support and Academic Enrichment Grants program~~, which~~ (20 USC 7101-7122) may be used for several specified purposes, including activities to improve school conditions for student learning. For participating districts, 20 USC 7118 requires parent/guardian involvement in program activities and encourages partnerships with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity. 20 USC 7116 ~~specifies stakeholder~~requires specified groups ~~that must~~to be consulted in the development of the grant application, including parents/guardians, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (e.g., law enforcement, juvenile court, child welfare agency, public housing agency), Indian tribes or tribal organizations, charter school leaders and staff, and others with relevant and demonstrated expertise in alcohol and drug prevention and intervention.

~~In addition~~Additionally, Education Code 51268 encourages districts to collaborate with county offices of education in the provision of education programs for alcohol and drug prevention and to coordinate program planning and implementation with health, social services, criminal justice, and other entities.

Pursuant to Education Code 49428.16, county offices of education are encouraged to establish a County Working Group on Fentanyl Education in Schools for the purposes of outreach, building awareness, and collaborating with local health agencies regarding fentanyl overdoses. Additionally, the California Department of Education is required to curate, and maintain on its website, informational materials containing awareness and safety advice, for staff, students, and parents/guardians, on how to prevent an opioid overdose, including any relevant information developed by a county working group and resource information on the provision of emergency naloxone hydrocholoride or other opioid antagonist.

The following paragraph may be revised to reflect district practice.

The district's alcohol and drug prevention and intervention programs shall be coordinated with other school and community-based services and programs and shall promote the involvement of parents/guardians. The Superintendent or designee may collaborate with the county office of

education, community-based organizations, health providers, law enforcement agencies, local child welfare agencies, postsecondary institutions, businesses, and other public and private entities in program planning, implementation, and evaluation.

CSBA NOTE: Items #1-4 below reflect some of the types of programs that may be funded through the Student Support and Academic Enrichment Grants ~~program pursuant to 20 USC 7118, as amended by P.L. 114-95,~~ and may be revised to reflect district practice.

Prevention and intervention programs and activities may include, but are not limited to: (20 USC 7118)

1. Evidence-based drug and violence prevention activities and programs that educate students against the use of alcohol, tobacco, cannabis, smokeless tobacco products, and electronic cigarettes

2. Professional development and training for school staff, specialized instructional support personnel, and interested community members on drug prevention, education, early identification, intervention mentoring, recovery support services, and, where appropriate, rehabilitation referral

3. School-based mental health services, including early identification of drug use and referrals to counseling services, and/or partnerships with public or private health care entities that have qualified mental and behavioral health professionals

4. Programs and activities that provide mentoring and school counseling to all students, including students who are at risk of drug use and abuse

Instruction and Notification

The district shall provide science-based preventative instruction, consistent with law, the accompanying administrative regulation, and Board Policy 5141.52 – Suicide Prevention, which has been proven effective in helping students avoid the use of alcohol and other drugs.

All instruction and related materials shall consistently state that unlawful use of alcohol or other drugs is prohibited. Instruction shall not include any message on responsible use of drugs or alcohol when such use is illegal. (Health and Safety Code 11999.2)

The district shall offer staff development activities for staff who implement the comprehensive drug and alcohol prevention and intervention program.

CSBA NOTE: Education Code 48985.5 requires districts, at the beginning of the first semester or quarter of the regular school year, to annually inform parents/guardians about the dangers associated with the use of synthetic drugs that are not prescribed by a physician, such as fentanyl, and, as amended by AB 2690 (Ch. 241, Statutes of 2024), about the risk of social media being used as a way to market and sell synthetic drugs. This notification may be provided as part of the parent/guardian notification pursuant to Education Code 48980. Additionally, pursuant to Education Code 48985.5, each district and school that maintains a website is required to post such information on its website.

The district shall annually inform parents/guardians at the beginning of the first semester or quarter of the regular school year about the dangers associated with the use of synthetic drugs that are not prescribed by a physician, such as fentanyl, the possibility that dangerous drugs can be found in counterfeit pills, and the risks of social media being used as a way to market and sell synthetic drugs. Additionally, the district, and each school that maintains its own website, shall post such information on its website. (Education Code 48985.5)

Intervention, Referral, and Student Assistance Programs

CSBA NOTE: Pursuant to 20 USC 7118, ~~as amended by P.L. 114-95,~~ programs which may be funded under the Student Support and Academic Enrichment Grants ~~program~~ include programs of counseling, mentoring, referral services, and other student assistance programs. The following section may be revised to reflect district practice.

~~In addition~~Additionally, Education Code 215 **mandates** that any district serving students in grades 7-12 adopt a suicide prevention policy which contains measures and strategies for addressing the needs of high-risk groups, including, but not limited to, ~~youth~~students with substance use disorders. See BP/AR 5141.52 - Suicide Prevention.

The Superintendent or designee shall inform school staff, students, and parents/guardians about early warning signs, which may indicate alcohol and other drug use, and about appropriate agencies offering intervention programs, counseling, referral, and other student assistance programs.

CSBA NOTE: Pursuant to Education Code 48900, as amended by AB 2711 (Ch. 840, Statutes of 2024), students who voluntarily disclose their use of a tobacco product, controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports may not be suspended solely for that disclosure.

The Board strongly encourages any student who is using alcohol or drugs to discuss the matter with ~~his/her~~the student's parent/guardian or with any staff member. Students who disclose their use of alcohol or other drugs when seeking help from an intervention or recovery program shall not be disciplined for such use~~.~~, including that, in accordance with Education Code 48900, students who voluntarily disclose their use of a tobacco product, controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended.

Opioid Antagonists

CSBA NOTE: The following paragraph is for districts that serve students in middle school, junior high school, high school, or adult school and should be modified to reflect the students served by the district. Pursuant to Education Code 49414.6, as added by SB 997 (Ch. 872, Statutes of 2024), a district may not prohibit a student in middle school, junior high school, or high school, while on a school site or participating in school activities, from carrying fentanyl test strips or a federally approved opioid antagonist for the emergency treatment of persons suffering, or reasonably believed to be suffering, from an opioid overdose.

Students in middle school, junior high school, high school, or adult school, may carry fentanyl test strips or a federally approved opioid antagonist for the emergency treatment of persons suffering,

or reasonably believed to be suffering, from an opioid overdose, while on a school site or participating in a school activity. (Education Code 49414.6)

CSBA NOTE: The following paragraph is for districts that serve students 12 years of age or older and may be deleted by districts that do not serve such students. Pursuant to Education Code 49414.35, as added by AB 2998 (Ch. 974, Statutes of 2024), districts may not prohibit students 12 years of age or older, while on a school site or participating in school activities, from carrying or administering, for the purposes of providing emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose, a naloxone hydrochloride nasal spray or any other opioid overdose reversal medication. Students who administer such an opioid antagonist may not be held liable in a civil action or be subject to criminal prosecution due their acts or omissions, and the district and employees of the district may not be subject to professional review, liable in a civil action, or subject to criminal prosecution for a student's acts in administering an opioid antagonist, unless an act or omission of the students, employee, or district constitutes gross negligence or willful or wanton misconduct.

Additionally, students 12 years of age or older, while on a school site or participating in school activities, may carry and administer a naloxone hydrochloride nasal spray or any other opioid overdose reversal medication that is federally approved for over-the counter nonprescription use for the purpose of providing emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.35)

Enforcement~~/~~ and Discipline

~~Students~~Unless otherwise authorized by law, students shall not possess, use, or sell alcohol or other drugs and related paraphernalia on school grounds or at school-sponsored activities.

The Superintendent or designee shall clearly communicate to all students, staff, and parents/guardians the district's policies, regulations, and school rules related to the use of alcohol and other drugs.

CSBA NOTE: Pursuant to Education Code 48900, a student's unlawful possession, use, sale, or furnishing of alcohol or a controlled substance is a ground for suspension or expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process. Education Code 48915 requires immediate suspension and mandates expulsion for any student who sells ~~drugs~~a controlled substance at school or while under school jurisdiction. In addition, Education Code 48902 requires districts to notify law enforcement of any acts which may involve the possession or sale of narcotics or a controlled substance. However, when suspension and expulsion are not mandated, districts should consider whether it is appropriate to use an alternative discipline that maintains safety and order on campus and corrects student misbehavior without unnecessarily excluding students from school or discouraging them from seeking assistance for substance abuse.

Any student found by the Board to be selling a controlled substance listed in Health and Safety Code 11053-11058 shall be ~~expelled~~recommended for expulsion in accordance with ~~BP/AR~~Board Policy/Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process. A student found to have committed another drug or alcohol offense, including possession or intoxication, shall be referred to appropriate behavioral interventions or student assistance programs, and may be subject

to discipline on a case-by-case basis.

CSBA NOTE: Pursuant to Education Code 49414.4, the district may, as part of a restorative justice framework and utilizing the Multi-Tiered System of Supports, use alternatives to a referral of a student to a law enforcement agency in response to an incident involving the student's misuse of an opioid.

The district may use alternatives to the referral of a student to a law enforcement agency in response to an incident involving the student's misuse of an opioid, to the extent any alternative utilized is not in conflict with any law requiring that referral. (Education Code 49414.4)

Program Evaluation

CSBA NOTE: Pursuant to 20 USC 7116, ~~as amended by P.L. 114-95,~~ an application for Student Support and Academic Enrichment Grants ~~must~~is required to include a description of how the district will periodically evaluate program effectiveness based on identified program objectives and outcomes. The following paragraph may be revised to reflect district practice.

The Board and Superintendent shall agree upon performance measures that will be used to monitor and determine the effectiveness of district programs in reducing drug and alcohol use. The Superintendent or designee shall periodically report to the Board on the effectiveness of district activities in achieving identified objectives and outcomes. (20 USC 7116)

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State	Description
Bus. Code 25608	Alcohol on school property; use in connection with instruction
Ed. Code 32282	School safety plans
Ed. Code 44049	Known or suspected alcohol or drug abuse by student
Ed. Code 44645	In-service training anabolic steroids
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.5	Suspension, limitation on imposition; exception
Ed. Code 48901	Smoking or use of tobacco prohibited
Ed. Code 48901.5	Prohibition of electronic signaling devices

Ed. Code 48902	Notification of law enforcement authorities; civil or criminal immunity
Ed. Code 48909	Narcotics or other hallucinogenic drugs
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985.5	Fentanyl and synthetic drugs danger notification
Ed. Code 49414.35	Opioid antagonist use by students
Ed. Code 49414.4	Alternatives to law enforcement referrals for opioid misuse
Ed. Code 49414.6	Opioid antagonist possession
Ed. Code 49428.16	County Working Group on Fentanyl Education in Schools
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51203	Instruction on alcohol, narcotics, and restricted dangerous drugs
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Areas of study; grades 7 to 12
Ed. Code 51225.38	Health education; fentanyl instruction
Ed. Code 51260-51269	Drug education
Ed. Code 60041	Instructional materials
Ed. Code 60110-60115	Instructional materials on alcohol and drug education
H&S Code 11032	Narcotics, restricted dangerous drugs, and marijuana
H&S Code 11053-11059	Controlled substances; standards and schedules
H&S Code 11353.6	Juvenile Drug Trafficking and Schoolyard Act
H&S Code 11357	Unauthorized possession of marijuana; possession in school or on school grounds
H&S Code 11361.5	Destruction of arrest or conviction records
H&S Code 11372.7	Drug program fund; uses
H&S Code 11802	Joint school-community alcohol abuse primary education and prevention program
H&S Code 11999-11999.3	Alcohol and drug program funding; no unlawful use
H&S Code 124175-124200	Adolescent family life program

Pen. Code 13860-13864	Suppression of drug abuse in schools
Veh. Code 13202.5	Drug and alcohol related offenses by ~~person~~persons under age of 21, but aged 13 or over
W&I Code 828	Disclosure of information ~~re~~regarding minors
W&I Code 828.1	Disclosure of criminal records; protection of vulnerable staff ~~&~~and students

Federal	**Description**
20 USC 5812	National education goals
20 USC 7101-7122	Student Support and Academic Enrichment Grants

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Alcohol, Tobacco and Other Drug Prevention
~~Website~~	~~U.S. Department of Education, Office of Safe and Healthy Students~~
Website	U.S. Department of Education, Student Support and Academic Enrichment Program (https://www.ed.gov/grants-and-programs/formula-grants/school-improvement/student-support-and-academic-enrichment-program)
Website	California Healthy Kids Resource Center

Cross References

Code	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1325	Advertising And Promotion
1400	Relations Between Other Governmental Agencies And The Schools
3290	Gifts, Grants And Bequests
3513.4	Drug And Alcohol Free Schools
3515.3	District Police/Security Department
3515.3	District Police/Security Department

3515.31	School Resource Officers
4131	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5131	Conduct
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5137	Positive School Climate
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.12	Search And Seizure
5145.12	Search And Seizure
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention

5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education
6184	Continuation Education

Regulation 5131.6: Alcohol And Other Drugs

Status: ADOPTED

Original Adopted Date: 10/01/1994 | **Last Revised Date:** ~~07~~03/01/~~2004~~2025 | **Last Reviewed Date:** ~~07~~03/01/~~2004~~2025

Instruction

CSBA NOTE: Education Code 51203 **mandates** the Governing Board to adopt regulations specifying the grade(s) and course(s) in which drug education is given. The following paragraphs may be revised to specify Board-designated grades and courses.

The curriculum of all elementary and secondary schools shall include instruction on the effects upon the human body, as determined by science, of tobacco, alcohol, narcotics, dangerous drugs as defined in Health and Safety Code 11032, and other dangerous substances. Instruction shall be sequential in nature and suited to meet the needs of students at their respective grade level. (Education Code 51203, 51260)

CSBA NOTE: Pursuant to Education 51203, as amended by AB 2865 (Ch. 314, Statutes of 2024), instruction on the nature and effects of alcohol is required to include information about excessive alcohol use and the short- and long-term health risks of excessive alcohol use, which may include instruction about depression and anxiety.

Instruction on the nature and effects of alcohol shall include information about excessive alcohol use and the short- and long-term health risks of excessive alcohol use, including information about excessive drinking, the immediate effects of alcohol that increase the risks of harmful health conditions, and how excessive alcohol use can lead to the development of chronic diseases and other serious problems, including alcohol-related deaths and mental health problems. (Education Code 51203)

CSBA NOTE: Education Code 51260 provides that instruction on drug education "should" be conducted in conjunction with courses given on health to students in grades 1-6 and "shall" be conducted in conjunction with courses given on health to students in grades 7-12. Given this distinction, it is recommended that districts consult CSBA's District and County Office of Education or district counsel regarding drug education in grades 1-6.

In grades 1-6, instruction in drug education should be given in health courses required by Education Code 51210. (Education Code 51260)

In grades 7-12, instruction in drug education shall be conducted in health courses and in any other appropriate area of study required by Education Code 51220. (Education Code 51260)

Secondary school instruction shall also include a study of the effects of alcohol and other drugs

upon prenatal development. (Education Code 51203)

CSBA NOTE: The following paragraph is for districts that require students to complete a course in health education for graduation from high school. Pursuant to Education Code 51225.38, as added by AB 2429 (Ch. 67, Statutes of 2024), beginning with the 2026–27 school year, if a district has elected to require students to complete a course in health education for graduation from high school, such course is required to include instruction in the dangers associated with fentanyl use.

Additionally, beginning with the 2026–27 school year, courses in health education required for graduation from high school shall include instruction in the dangers associated with fentanyl use in accordance with Education Code 51225.38.

Instruction shall be provided by appropriately trained instructors who have demonstrated competencies, as determined by the principal or designee, in the following areas: (Education Code 51260)

1. The ability to interact with students in a positive way

2. Knowledge of the properties and effects of tobacco, alcohol, narcotics, dangerous drugs, and shared drug apparatus

3. Effective teaching skills and competency in helping students to express opinions responsibly and to become aware of their values as they affect drug-use decisions

Intervention

District staff shall intervene whenever students use alcohol or other illegal drugs while on school property or under school jurisdiction. Staff members who have a reasonable suspicion that a student may be under the influence of alcohol or drugs shall immediately notify the principal or designee.

CSBA NOTE: Education Code 44049 authorizes the principal or designee to report a known or suspected instance of student alcohol- or drug-use to the student's parent/guardian, except when such a report would involve a disclosure of confidential information acquired during counseling in violation of Education Code 49602 and as specified below. The principal or designee incurs no criminal or civil liability as a result of this report, unless a false report was made knowingly or with reckless disregard for truth or falsity.

If the principal or designee, ~~in his/her professional capacity or in the course of his/her employment, knows,~~ observes or suspects that a student may be under the influence of alcohol or drugs, ~~he/she~~the principal or designee may notify the student's parent/guardian. (Education Code 44049)

School staff shall not disclose confidential information provided during counseling by a student 12 years of age or older. A school counselor may report such information to the principal or parent/guardian only when ~~he/she~~the counselor believes that disclosure is necessary to avert a

clear and present danger to the health, safety or welfare of the student or other persons living in the school community. The school counselor shall not disclose such information to the parent/guardian if ~~he/she~~the counselor believes that the disclosure would result in a clear and present danger to the student's health, safety or welfare. (Education Code 44049, 49602)

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Bus. Code 25608	Alcohol on school property; use in connection with instruction
Ed. Code 32282	School safety plans
Ed. Code 44049	Known or suspected alcohol or drug abuse by student
Ed. Code 44645	In-service training anabolic steroids
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.5	Suspension, limitation on imposition; exception
Ed. Code 48901	Smoking or use of tobacco prohibited
Ed. Code 48901.5	Prohibition of electronic signaling devices
Ed. Code 48902	Notification of law enforcement authorities; civil or criminal immunity
Ed. Code 48909	Narcotics or other hallucinogenic drugs
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985.5	Fentanyl and synthetic drugs danger notification
Ed. Code 49414.35	Opioid antagonist use by students
Ed. Code 49414.4	Alternatives to law enforcement referrals for opioid misuse
Ed. Code 49414.6	Opioid antagonist possession
Ed. Code 49428.16	County Working Group on Fentanyl Education in Schools
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 51202	Instruction in personal and public health and safety

Ed. Code 51203	Instruction on alcohol, narcotics, and restricted dangerous drugs
Ed. Code 51210	Course of study for grades 1-6
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Ed. Code 51260-51269	Drug education
Ed. Code 60041	Instructional materials
Ed. Code 60110-60115	Instructional materials on alcohol and drug education
H&S Code 11032	Narcotics, restricted dangerous drugs, and marijuana
H&S Code 11053-11059	Controlled substances; standards and schedules
H&S Code 11353.6	Juvenile Drug Trafficking and Schoolyard Act
H&S Code 11357	Unauthorized possession of marijuana; possession in school or on school grounds
H&S Code 11361.5	Destruction of arrest or conviction records
H&S Code 11372.7	Drug program fund; uses
H&S Code 11802	Joint school-community alcohol abuse primary education and prevention program
H&S Code 11999-11999.3	Alcohol and drug program funding; no unlawful use
H&S Code 124175-124200	Adolescent family life program
Pen. Code 13860-13864	Suppression of drug abuse in schools
Veh. Code 13202.5	Drug and alcohol related offenses by ~~person~~persons under age of 21, but aged 13 or over
W&I Code 828	Disclosure of information ~~re~~regarding minors
W&I Code 828.1	Disclosure of criminal records; protection of vulnerable staff ~~&~~and students

Federal	**Description**
20 USC 5812	National education goals
20 USC 7101-7122	Student Support and Academic Enrichment Grants

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Alcohol, Tobacco and Other Drug Prevention

~~Website~~	~~U.S. Department of Education, Office of Safe and Healthy Students~~
Website	U.S. Department of Education, Student Support and Academic Enrichment Program (https://www.ed.gov/grants-and-programs/formula-grants/school-improvement/student-support-and-academic-enrichment-program)
Website	California Healthy Kids Resource Center

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1325	Advertising And Promotion
1400	Relations Between Other Governmental Agencies And The Schools
3290	Gifts, Grants And Bequests
3513.4	Drug And Alcohol Free Schools
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
4131	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5131	Conduct
5131.61	Drug Testing
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5131.62	Tobacco

5131.63	Steroids
5131.63	Steroids
5137	Positive School Climate
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.12	Search And Seizure
5145.12	Search And Seizure
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education
6184	Continuation Education

Policy 5131.8: Mobile Communication Devices

Status: ADOPTED

Original Adopted Date: 10/01/2019 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** ~~10~~03/01/~~2019~~2025

CSBA NOTE: The following ~~optional~~ policy will be **mandated** beginning July 1, 2026, and may be revised to reflect district practice. Pursuant to Education Code 48901.7, as ~~added~~amended by AB ~~2723~~3216 (Ch. ~~42~~500, Statutes of ~~2019),~~ ~~authorizes~~2024), the Governing Board ~~to limit~~is required, by July 1, 2026, to adopt policy that limits or ~~prohibit~~prohibits student use of smartphones while at a school site or ~~while~~ under the supervision and control of a district employee~~, except for specified purposes. In addition~~(s), and subsequently, to update the policy every five years.

Additionally, Education Code 48901.5 authorizes the district to regulate the use of electronic signaling devices that operate through the transmission or receipt of radio waves, unless essential for a student's health.

~~Districts that choose to regulate mobile communication~~

The U.S. Department of Education's 2024 guidance, "Planning Together: A Playbook for Student Personal Device Policies," provides districts guidance for adopting policies around the use of cellphones and personal devices ~~differently based~~ on ~~grade level may revise this policy accordingly.~~campus.

The Governing Board recognizes that ~~the~~student use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, ~~but~~and could be harmful and disruptive of the instructional program in some circumstances. ~~The Board permits limited use~~When on campus or when under the supervision of district employees, students may use smartphones and other mobile communication devices ~~on campus in accordance with law and the~~ only as permitted under this policy.

CSBA NOTE: The following ~~policy.~~two options offer different approaches to regulating the use of smartphones and other mobile communication devices. Districts should revise this policy consistent with their approach. Education Code 48901.7, as amended by AB 3216, requires significant stakeholder participation in the development of the policy, in order to ensure that the policy is responsive to the unique needs and desires of students, parents/guardians, and educators in each community.

Option 1, below, limits the use of smartphones and other mobile communication devices to noninstructional time. Option 2, below, prohibits the use of smartphones and other mobile communication devices while at a school site or under the supervision and control of a district employee.

Option 1: (Limited use of smartphones and other mobile communication devices)

Students may use ~~cell phones, smart watches, pagers,~~smartphones or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any ~~rules that individual~~applicable school ~~sites may impose~~rules.

Mobile communication devices shall be turned off during instructional time.

End Option 1

Option 2: (Prohibited use of smartphones and other mobile communication devices)

Students shall not use smartphones or other mobile communication devices while at a school site or under the supervision and control of a district employee.

End Option 2

CSBA NOTE: The following applies to all districts, irrespective of which option the district chooses. Education Code 48901.7 specifies circumstances in which the district is not permitted to prohibit student use of smartphones and other mobile communication devices.

However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

1. In the case of an emergency, or in response to a perceived threat of danger
2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator
3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being
4. When the possession or use is required by the student's individualized education program

CSBA NOTE: Pursuant to Education Code 48901.7, as amended by AB 3216, the district's policy may include enforcement mechanisms that limit student access to smartphones. However, the district is not permitted to monitor, collect, or otherwise access any information related to a student's online activities.

The Superintendent or designee may undertake measures or strategies in accordance with law, to limit student access to smartphones and other mobile communication devices on campus. (Education Code 48901.7)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

CSBA NOTE: ~~A~~Penal Code 1546.1 prohibits warrantless searches of students' personal electronic devices such as mobile phones, except in the circumstances specified in the following paragraph. Additionally, a search of a student's personally owned mobile communication device may be subject to the Fourth Amendment of the U.S. Constitution, which prohibits unreasonable search and seizure. ~~When school officials want to search a student's mobile communication device as part of an investigation of suspected student misconduct, the legality of the search will depend on whether the search is "reasonable" (New Jersey v. T.L.O.). The "reasonableness" of a search depends on (1) whether there is individualized suspicion that the search will turn up evidence of a student's violation of the law or school rules and (2) whether the search is reasonably related to the objectives of the search and not excessively intrusive in light of the student's age, gender, and/or the nature of the infraction.~~See BP/AR 5145.12 - Search and Seizure. It is recommended that the district consult ~~with~~ CSBA's District and County Office of Education Legal Services or district legal counsel ~~as appropriate. See BP/AR 5145.12 - Search and Seizure.~~, with questions related to the search of a student's mobile communication device.

~~When a school official reasonably suspects that a search of a~~A student's ~~mobile communication~~personal electronic device ~~will turn up evidence of the student's violation of the law or school rules, such a search~~ shall not be ~~conducted~~searched without the consent of the student's parent/guardian, except pursuant to a lawfully issued warrant, when a school official, in ~~accordance with BP/AR 5145.12 - Search and Seizure.~~good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information, or when the search is otherwise permitted pursuant to Penal Code 1546.1.

When a student uses a mobile communication device in an unauthorized manner while at a school site or under the supervision and control of a district employee, the student may be disciplined and a~~t~~he district employee may temporarily confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

CSBA NOTE: The following optional paragraph addresses students' off-campus conduct during nonschool hours. In general, ~~the~~ courts have upheld districts' discipline of students for off-campus conduct that posed a threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities.

Pursuant to Education Code 48900, districts have the authority to suspend or expel students who engage in cyberbullying off campus, provided that the act meets the criteria specified in the definition of "bullying" in Education Code 48900 ~~(i.e.,~~ which are a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to the student's person or property, causing a substantially detrimental effect on the student's physical or mental health, causing substantial interference with the student's academic performance, or causing substantial interference with the student's ability to participate in or benefit from school services, activities, or privileges~~)~~. For more information

regarding bullying, including cyberbullying, see BP 5131.2 - Bullying.

In adopting policy related to off-campus conduct, it is recommended that districts ~~should~~ consult ~~with~~CSBA's District and County Office of Education Legal Services or district legal counsel to ensure that the policy does not violate students' First Amendment rights to freedom of speech or expression. ~~Also~~For more information regarding freedom of speech or expression, see BP 5145.2 - Freedom of Speech/Expression.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The ~~Superintendent or designee shall inform students that the~~ district will not be responsible or liable for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

CSBA NOTE: Pursuant to Education Code 48901.7, as amended by AB 3216, the district's policy limiting or prohibiting student use of smartphones while at a school site or under the supervision and control of district employee(s) is required to be updated every five years.

The Board shall review and, as necessary, update this policy at least once every five years. Any such review or update shall include significant stakeholder participation to ensure that the policy is responsive to the unique needs and desires of the school community.

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State	**Description**
5 CCR 300-307	Duties of students
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35181	Governing board authority to set policy on responsibilities of students
Ed. Code 35291-35291.5	Rules
Ed. Code 44807	Teachers' duty concerning conduct of students

Ed. Code 48900-48925	Suspension and expulsion
Ed. Code 48901.5	Prohibition of electronic signaling devices
Ed. Code 48901.7	Limitation or prohibition of student use of ~~cell phones~~smartphones
Ed. Code 48901.8	Limitation or prohibition of student use of social media
Ed. Code 51512	Prohibited use of electronic listening or recording device
Pen. Code 288.2	Harmful matter with intent to seduce
Pen. Code 313	Harmful matter
Pen. Code 647	Use of camera or other instrument to invade person's privacy; misdemeanor
Pen. Code 653.2	Electronic communication devices; threats to safety
Pen. Code 1546.1	Electronic Communications Privacy Act
Veh. Code 23123-23124	Prohibitions against use of electronic devices while driving

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex

Management Resources	**Description**
California Department of Education Publication	Bullying at School, 2003
Court Decision	J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094
Court Decision	Mahanoy Area School District v. B.L. (2021) 141 S.Ct. 2038
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
Court Decision	Safford Unified School District V. Redding (2009) 557 US 364
Court Decision	Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
U.S. Department of Education Publication	Planning Together: A Playbook for Student Personal Device Policies, December 2024 (https://tech.ed.gov/device-policy-playbook/)

Website	CSBA District and County Office of Education Legal Services
Website	National School Safety Center
Website	Center for Safe and Responsible Internet Use
Website	California Department of Education, Safe Schools
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.9	Academic Honesty
5137	Positive School Climate
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
6159	Individualized Education Program
6159	Individualized Education Program
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

Policy 5141.5: Mental Health

Status: ADOPTED

Original Adopted Date: 05/01/2020 | **Last Revised Date:** ~~06~~03/01/~~2023~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2023~~2025

CSBA NOTE: Education Code 49428.2, as added by SB 153 (Ch. 38, Statutes of 2024), **mandates** the Governing Board of any district serving students in grades 7-12, before January 31, 2026, to adopt a policy on referral protocols for addressing student behavioral health concerns. This mandate is reflected below; see "Mental Health Counseling and Referrals."

Education Code 215 requires the Board to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components; see BP/AR 5141.52 - Suicide Prevention. ~~CSBA NOTE:~~ The following policy is intended to address broader mental health issues facing students and may be revised to reflect district practice.

Pursuant to Education Code 232.7, the California Department of Education (CDE) is required, by June 30, 2025, to develop and post on its website a model policy and resources about body shaming that districts may use to educate staff and students. Districts are encouraged to share these resources with staff, students, and parents/guardians by providing information in student and employee handbooks and making the information available on each school's website.

The U.S. Department of Education's (USDOE), "Supporting Child and Student Social, Emotional, Behavioral, and Mental Health Needs," provides that a student's unmet mental health treatment needs may result in social, emotional, or behavioral challenges that, in the absence of effective support, may cause a student to experience reactive and exclusionary discipline, such as suspensions and/or expulsions, that further exacerbate mental health concerns, interrupt access to and participation in learning, limit opportunities, and negatively affect outcomes. The guidance explains that school mental health services play an important role by broadening the reach of mental health services and providing an access point for early and effective intervention in everyday environments. Additionally, the guidance articulates several recommendations for how districts can increase the capacity to provide students with social, emotional, and behavioral health support, which includes (1) prioritizing wellness for individuals, (2) enhancing mental health literacy and reducing stigma and other barriers to access, (3) implementing a continuum of evidence-based prevention practices, (4) establishing an integrated framework of educational, social, emotional, and behavioral health support, and (5) using data for decision making to promote equitable implementation and outcomes.

The U.S. Surgeon General's, "Social Connection Advisory," emphasizes the critical role that social connection plays in individual and societal health and well-being, and provides recommendations for how to address the consequences when there is a lack of social connection. Because schools play an important role in facilitating positive social connection, the advisory includes specific actions districts can implement, which include (1) developing a strategic plan for school connectedness and social skills with benchmark tracking, (2) building social connection into the health curriculum, (3) implementing socially based educational techniques, and (4) creating a supportive school environment.

In its advisory, "Social Media and Youth Mental Health," the U.S. Surgeon General describes the positive and negative impacts of social media on children and adolescents, including the impact on mental health and well-being, and recommends that schools develop, implement, and evaluate digital and media literacy curriculum to provide students and staff with the skills to strengthen digital resilience.

~~Education Code 215 requires all governing boards~~ Additionally, SchoolSafety.gov is an interagency website created by the U.S. Department of Homeland Security, USDOE, U.S. Department of Justice (DOJ), and U.S. Department of Health and Human Services to provide districts with actionable recommendations to create safe and supportive learning environments for students, including information about mental health. In addition, the Children and Youth Behavioral Health Initiative provides resources for school administrators, school health staff, teachers, students and their families. The California Department of Health Care Services (DHCS) also provides free mental health and wellness resources to schools through its CalHOPE Schools Initiative.
~~The following optional policy is intended to address broader mental health issues facing students and may be revised to reflect district practice.~~

The Governing Board recognizes that students' emotional well-being and mental health are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build resiliency skills, including digital resilience, increase social connections, and cope with life challenges.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

CSBA NOTE: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school.

Education Code 51925~~, as added by SB 224 (Ch. 675, Statutes of 2021),~~ requires districts that offer health education courses to middle or high school students to include mental health instruction, as specified. Pursuant to Education Code 51929, ~~as added by SB 244, the California Department of Education (CDE) is required to, by January 1, 2024, develop a plan to expand mental health instruction.~~CDE developed the, "Mental Health Instruction Expansion Education Plan," to assist districts in (1) understanding that mental health education is a universal support and part of California health education, (2) identifying resources to analyze, expand, and enhance current mental health education efforts, and (3) making a plan to enhance and expand mental health education.

Additionally, pursuant to Education Code 33546.4, as added by AB 3010 (Ch. 176, Statutes of 2024), when the Health Education Framework for California Public Schools is next revised, the Instructional Quality Commission is required to consider including information on evidence-based schoolwide programs to support students in developing skills in mindfulness, distress tolerance, interpersonal effectiveness, and emotional regulation.

Pursuant to Education Code 51225.38, as added by AB 2429 (Ch. 67, Statutes of 2024), if a district requires a course in health education for graduation from high school, the course is required, beginning with the 2026-27 school year, to include instruction in the dangers associated with fentanyl use.

For more information on the required contents of courses, see BP/AR 6143 - Courses of Study.

~~The district shall provide instruction~~Instruction provided to students ~~that promotes their healthy~~shall promote student health and mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework, as specified in Administrative Regulation 6143 - Courses of Study, and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors including substance abuse, developing coping skills, and identifying resources that may provide assistance.

Information and Training

CSBA NOTE: Pursuant to Education Code 49428.15, ~~as added by SB 14 (Ch. 672, Statutes of 2021),~~ CDE ~~is required to, subject to budget appropriations, recommend best practices~~ has identified and ~~identify~~posted on its website, "Youth Mental Health First Aid," an evidence-based and evidence-informed training ~~programs~~program for use by schools to address student behavioral health~~, including staff~~.

Additionally, the California Surgeon General has developed, "Safe Spaces: Trauma Informed Training," an online training designed to help recognize and respond to signs of student ~~training on recognizing the signs~~ trauma and ~~symptoms of behavioral health disorders, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, and has identified such a training program, "Youth Mental Health First Aid," which is available on its website.~~stress.

The Superintendent or designee shall provide school staff and students with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, safely deescalate crisis situations involving students with a behavioral health disorder, and link students with effective services, referrals, and supports. ~~Such~~Additionally, such training shall ~~also~~ provide instruction on how to maintain student privacy and confidentiality~~. Behavioral health information~~, and ~~training~~ may ~~also~~ be provided to parents/guardians~~, students,~~ and families. (Education Code 49428.15)

CSBA NOTE: Pursuant to Education Code 49428.2, as added by SB 153, the district is required to, by July 1, 2029, certify to CDE that 100 percent of its certificated employees and 40 percent of its

classified employes who have direct contact with students in grades 7-12 have received youth behavioral training at least one time, as specified.

The Superintendent or designee shall ensure that all certificated employees and 40 percent of classified employes who have direct contact with students in grades 7-12 receive youth behavioral training at least one time, in accordance with Education Code 49428.2.

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

~~CSBA NOTE: Each district school is required to notify students and parents/guardians at least twice per school year with information regarding how to access student mental health services on campus and/or in the community, in accordance with Education Code 49428.~~CSBA NOTE: Pursuant to Education Code 218.3, CDE has developed and posted on its website, "Providing Relevant Inclusive Support that Matters for LGBTQ+ Students (PRISM)," a training curriculum for certificated staff to support lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) cultural competency. Beginning with the 2025-26 school year, through the 2029-30 school year, districts are required to provide at least one hour of training annually to all certificated employees serving students in grades 7-12, in accordance with Education Code 218.3.

Additionally, pursuant to Education Code 219, the State Superintendent of Public Instruction has established the LGBTQ+ Statewide Advisory Task Force to identify the needs of LGBTQ+ students and make recommendations to assist in implementing supportive measures including (1) mental health and feelings of safety and support, (2) inclusive and safe access to school facilities, (3) inclusive instructional material and school curriculum, (4) prevention of, response to, and oversight of, bullying and harassment to determine the effectiveness of policies and programs, and (5) inclusive participation in school activities.

Annually, the Superintendent or designee shall provide, and require all certificated employees serving students in grades 7 to 12 to participate in, at least one hour of cultural competency training to support lesbian, gay, bisexual, transgender, queer, and questioning individuals. The district shall maintain records documenting the date that each employee completed the training and the name of the entity that provided the training. (Education Code 218.3)

CSBA NOTE: Each district school is required to notify students and parents/guardians no less than twice per school year with information regarding how to access student mental health services on campus and/or in the community, in accordance with Education Code 49428.

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification to parents/guardians and to students shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students

2. Including the information, at the beginning of the school year, in the parent/guardian handbook ~~for parents/guardians~~ and in student orientation materials or a student handbook

3. Posting the information on the school's website or social media

~~Parents/guardians and students shall each receive two notices on how to initiate access to student mental health services, which may be delivered by different methods. (Education Code 494280)~~

CSBA NOTE: Pursuant to Education Code 49428.5, ~~as added by AB 748 (Ch. 431, Statutes of 2022),~~ each school site serving students in any of grades 6-12 is required to create a poster, as specified below, that identifies approaches and resources about student mental health, and prominently display such poster in public areas that are accessible to and commonly frequented by students at each school site. Pursuant to Education Code 49428.5, ~~as added by AB 748,~~ CDE ~~is required to develop a~~has developed model mental health ~~poster~~posters, available on its website.

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar, and schizophrenic episodes

2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors

3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers

4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy

5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

Mental Health Counseling and Referrals

CSBA NOTE: Education Code 49428.2, as added by SB 153, **mandates** the Board of a district serving students in grades 7-12 to adopt a policy at a regularly scheduled meeting before January 31, 2026, on referral protocols for addressing student behavioral health concerns. A policy addressing referral protocols adopted before June 29, 2024, may be considered to meet the requirements if the contents of the policy fulfill the requirements specified in Education Code 49428.1 and 49428.2.

Pursuant to Education Code 49428.1, as ~~added by AB 309 (Ch. 662, Statutes of 2021),~~amended by SB 153, CDE is required to develop model referral protocols for addressing student ~~mental~~behavioral health concerns and to post the model referral protocols on its website by June 1, 2025.

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and ~~their~~ parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

The district's referral protocols shall: (Education Code 49428.1)

1. Address the appropriate and timely referral by school staff of students with behavioral health concerns

2. Reflect a multitiered system of support process and positive behavioral interventions and supports, to be used as an alternative to disciplinary action as appropriate

   The protocols shall be accessible to students who may be the subject of disciplinary action.

3. Be adaptable to varied local service arrangements for behavioral health services

4. Reflect evidence-based and culturally appropriate approaches to student behavioral health referral without disciplinary actions

   "Evidence-based" means peer-reviewed, scientific research evidence, including studies based on research methodologies that control threats to both the internal and the external validity of the research findings.

5. Address the inclusion of parents/guardians in the referral process

6. Be written to ensure clarity and ease of use by certificated and classified school employees

7. Reflect differentiated referral processes for students with exceptional needs and other populations for whom the referral process may be distinct

8. Be written to ensure that school employees act only within the authorization or scope of their credential or license

   School employees are not authorized or encouraged to diagnose or treat youth behavioral health disorders unless they are specifically licensed and employed to do so.

9. Be consistent with state activities conducted by the California Department of Education in the administration of federally funded behavioral health programs

CSBA NOTE: Pursuant to Family Code 6924, a student 12 years of age or older is legally authorized to consent to mental health treatment or counseling if the student, in the opinion of the mental health professional, is mature enough to participate intelligently in the services. However, such mental health treatment or counseling authorized by Family Code 6924 requires involvement of the minor's parent/guardian unless the mental health professional determines, after consulting with the minor, that the involvement of the parent/guardian would be inappropriate.

A student 12 years of age or older may consent to mental health treatment or counseling if the student, in the opinion of the attending mental health professional, is mature enough to participate intelligently in the services. Additionally, the student's parent/guardian shall consent to student's treatment, unless the mental health professional determines, after consulting with the student, that the involvement of the parent/guardian would be inappropriate. (Family Code 6924)

CSBA NOTE: Pursuant to Education Code 49429, ~~as amended by AB 167 (Ch. 252, Statutes of 2021), CDE, in consultation with the State Department of Health Care Services and appropriate stakeholders, is required~~CDE has developed, "Telehealth Guidance for School Districts," to ~~develop, subject to budget appropriations,~~provide guidelines for the use of telehealth technology in schools, including mental health and behavioral health services to students on school campuses, ~~by December 31, 2022. See also 5141.6 - School Health Services.~~and guidelines for securing telehealth systems. Telehealth services may include live counseling, mental health, or therapeutic sessions between a student or group of students and a licensed clinician delivered through a virtual platform. The following four paragraphs reflect CDE's 2024 guidance.

For more information regarding school health services, including telehealth services, see BP/AR 5141.6 - School Health Services. It is recommended that districts with questions regarding the provision of telehealth services, consult district risk management and/or insurance, and CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate.

~~Mental~~In delivering mental health and behavioral health services ~~for~~to students, the district may use telehealth or other information and communication technologies that facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a student's health while the student is on campus ~~may be provided by way of telehealth technology.~~and the health care provider is at a distant location. (Education Code 49429)

Prior to utilizing telehealth technology to manage a student's mental health or behavior, the mental health professional shall consult with the student, parent/guardian, and/or the student's individualized education program team, as required by law, unless the mental health professional determines that the involvement would be inappropriate pursuant to Family Code 6924.

CSBA NOTE: CDE, in its 2024, "Telehealth Guidance for School Districts," provides numerous recommendations related to using telehealth services, including the creation of a district "emergency response plan" for telebehavioral health, as described below. Since an "emergency response plan" for telebehavioral health is not defined in law, it is recommended that districts with questions about developing such a plan consult CSBA's District and County Office of Education Legal Services or district counsel.

In using telehealth technology to provide mental health services to students, the Superintendent or designee shall ensure that mental health professionals comply with applicable professional codes of ethics and legal authority. Additionally, space that affords privacy and confidentiality of telehealth

sessions shall be provided for students and an emergency response plan shall be put in place that lays out all legally-mandated steps to take when a student suddenly begins to exhibit suicidal ideation or other potentially dangerous behavior during a telehealth session.

CSBA NOTE: Pursuant to 28 CFR 35.108, a student should be evaluated in accordance with Section 504 of the Rehabilitation Act (29 USC 794) if the student has a disability, including a mental impairment, that substantially limits a major life activity, has a record of such impairment, or is regarded as having such impairment. See BP/AR 6164.6 - Identification and Education Under Section 504. Districts also have an affirmative, ongoing duty to actively and systematically seek out, identify, locate, and evaluate all children with ~~disabilities~~exceptional needs who may be in need of special education and related services (Education Code 56171, 56300-56385; 20 USC 1412; 34 CFR 300.111). See BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

USDOE and DOJ's joint publication, "Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19," provides that a student with anxiety, depression, or a substance use disorder may be considered a mental health disability that entitles the student to special education or related services in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act. While this is written in response to the pandemic, the guidance may be interpreted as having a more general applicability.

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

Funding Resources

CSBA NOTE: In addition to using district funds for mental health programs or services, districts may apply for grant funds administered by the county mental health agency or other sources.

The Behavioral Health Services Act, formerly the Mental Health Services Act, established by Proposition 63 in 2004 and revised by Proposition 1 in 2024, provides funding, personnel, and other resources to support county mental health programs, including, but not limited to, prevention and early intervention programs. and treatment for substance abuse disorders. Funding may be allocated for outreach to families and others to recognize the early signs of potentially severe and disabling mental illnesses, access and linkage to medically necessary care for children with severe mental illness, reduction in stigma and discrimination against people with mental illness, and strategies to reduce negative outcomes that may result from untreated mental illness. Half of early intervention funding is required to be directed to individuals 25 years of age and younger, and include early childhood (0-5) mental health consultation, school-based services, and expanding early psychosis and mood disorder detection and intervention.

Welfare and Institutions Code 5886 established the Mental Health Student Services Act, a competitive grant program to award funds to county mental health or behavioral health departments for the purpose of creating mental health partnerships with school districts, charter schools, and county offices of education.

DHCS launched the Children and Youth Behavioral Health Initiative Fee Schedule program to create a reimbursement pathway for districts to receive funding for services provided at schools or school-linked sites by setting the reimbursement rate for a certain set of outpatient, school-linked services rendered to children and youth who are (1) under 26 years old, (2) enrolled in public Transitional Kindergarten-12 schools, and (3) covered by Medi-Cal managed care plans, Medi-Cal Fee-for-Service, health care service plans, and disability insurers. For more information about the Children and Youth Behavioral Health Initiative, see DHCS's website.

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 215-216	Student suicide prevention
Ed. Code 218.3	Lesbian, Gay, Transgender, Queer, and Questioning Student Resources; online training delivery platform
Ed. Code 219	Lesbian, Gay, Transgender, Queer, and Questioning Student Resources; advisory task force
Ed. Code 232.7	Body shaming; model policy and resources
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33546.4	Instructional Quality Commission; consideration of skills related to mindfulness, distress tolerance, interpersonal effectiveness, and emotional regulation when Health Education Framework next revised
Ed. Code 49060-49079	Student records
Ed. Code 49428	Telehealth technology in schools
Ed. Code 49428.1	Student mental health referral protocols
Ed. Code 49428.15	Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health
Ed. Code 49428.2	Requirement for policy on referral protocols
Ed. Code 49428.5	Student mental health poster

Ed. Code 49600	Responsibilities of school counselors
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors
Ed. Code 51225.38	Instruction regarding the dangers associated with fentanyl use
Ed. Code 56171	Duty to identify and assess children in private schools who need special education services
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Family Code 6924	Consent by minor
W&I Code 5698	~~Emotionally disturbed youth; legislative intent~~System of care for children and youth with serious emotional disturbance
W&I Code 5840-5840.8	Prevention and early intervention programs
W&I Code 5850-5883	Mental Health Services Act

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 300.1-300.818	Individuals with Disabilities Education Act

Management Resources	**Description**
California Department of Education Publication	Youth Behavioral Health Training Programs
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019 (https://www.cde.ca.gov/ci/he/cf/index.asp)
California Department of Education Publication	Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
California Department of Education Publication	Telehealth Guidance for School Districts, July 2024 (https://www.cde.ca.gov/ls/mh/documents/telehealthguidance.docx)
~~California Department of Education Publication~~	~~Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008~~
California Department of Education Publication	Mental Health Instruction Expansion Education Plan, rev. March 2024 (https://www.cde.ca.gov/ls/mh/)
CDC and Prevention Publication	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009 (https://stacks.cdc.gov/view/cdc/5767)

CDC Publication	Promoting Mental Health and Well-Being in Schools, December 2023 (https://www.cdc.gov/mental-health-action-guide/about/index.html)
CSBA Publication	Safe Schools Toolkit: Bullying and Cyberbullying, July 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/SafeSchoolsToolkit/Safety-Toolkit-5.ashx?la=en&rev=40ec0e57416844f2ad701180a754cc3e)
Nat. Child Traumatic Stress Network Publication	Child Trauma Toolkit for Educators, 2008 (https://www.nctsn.org/resources/child-trauma-toolkit-educators)
US Department of Education Publication	Bipartisan Safer Communities Act Stronger Connections Grant Program, Frequently Asked Questions, April 2023
US Department of Education, Office of Special Education and Rehabilitative Services Publication	Supporting Child and Student Social, Emotional, Behavioral, and Mental Health Needs, 2021 (https://www.ed.gov/sites/ed/files/documents/students/supporting-child-student-social-emotional-behavioral-mental-health.pdf)
U.S. Department of Education, Office for Civil Rights and U.S. Department of Justice, Civil Rights Division Publication	Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19, October 2021 (https://archive.ada.gov/students_self-harm_fact_sheet.pdf)
US Department of Health and Human Services Publication	Social Media and Youth Mental Health: The U.S. Surgeon General's Advisory, 2023
US Dept of Health and Human Services Publication	Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's Advisory on the Health Effects of Social Connection and the Community, 2023
US Dept of Health and Human Services Publication	Creating an emergency plan for telebehavioral health, September 2024 (https://telehealth.hhs.gov/providers/best-practice-guides/telehealth-for-behavioral-health/preparing-patients-for-telebehavioral-health/creating-a-telehealth-emergency-plan)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Health and Human Services (https://www.hhs.gov/)
Website	Children and Youth Behavioral Health Initiative (https://cybhi.chhs.ca.gov/)
Website	California Surgeon General, Safe Spaces: Trauma-Informed Training (https://osg.ca.gov/safespaces/)
Website	National Child Traumatic Stress Network

Website	National Council for Behavioral Health, Mental Health First Aid
Website	SchoolSafety.gov (https://www.schoolsafety.gov/mental-health)
Website	Suicide Prevention Lifeline
Website	Suicide Prevention Resource Center
Website	Substance Abuse and Mental Health Services Administration
Website	American Association of Suicidology
Website	American Foundation for Suicide Prevention (https://afsp.org/get-help/)
Website	American Psychological Association
Website	California Department of Health Care Services~~, Mental Health Services~~ (http://www.dhcs.ca.gov)
Website	CalHOPE Schools Initiative (https://www.calhopeschools.org/)
Website	Mental Health Evaluation, Training, Research, and Innovation Center for Schools (METRICS) (https://www.metricscenter.org/)
Website	Centers for Disease Control and Prevention, Mental Health (https://www.cdc.gov/mental-health/index.html)
Website	National Association of School Psychologists
Website	National Institute for Mental Health
Website	California Department of Education~~, Mental Health~~
Website	American School Counselor Association
Website	Office of the Surgeon General

Cross References

Code	Description
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
4131	Staff Development

5131.2	Bullying
5131.2	Bullying
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses of Study
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6173.4	Education For American Indian Students

Policy 5141.52: Suicide Prevention

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** ~~06~~03/01/~~2021~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2021~~2025

CSBA NOTE: Education Code 215 **mandates** ~~that~~ the Governing Board of any district serving students in grades K-12 to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. The required components are addressed in ~~the following~~this policy and the accompanying administrative regulation.

~~The following policy is consistent with~~ Pursuant to Education Code 215, as amended by SB 1318 (Ch. 645, Statutes of 2024), the California Department of ~~Education's~~Education (CDE) is required, by July 1, 2026, to update its, "Model Youth Suicide Prevention Policy for Local Educational Agencies that Serve Kindergarten through Twelfth Grade Students," to address crisis intervention protocols in the event of a student suicide crisis. On or after July 1, 2026, the Board is required to, during its next regularly scheduled review of its student suicide prevention policy, update its policy to include the best practices identified in CDE's updated Model Policy.

The following policy is consistent with CDE's Model Policy, which also includes an extensive list of resources to assist in the prevention, intervention, and postvention of student suicide. Districts are encouraged to work closely with their county behavioral health department to identify and access resources at the local level.

The Mental Health Services Oversight and Accountability Commission developed a suicide prevention plan for the state which is published in , "Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025~~,~~," available on its ~~web site~~website. The plan presents strategic aims, with related goals, objectives, and an implementation schedule. Districts may find the strategic plan useful in learning more about the stigma associated with behavioral health needs, myths and misconceptions about suicidal behavior and its hinderance to prevention efforts, suicidal behavior, risk and protective factors, and best practices in suicide prevention. Additionally, the Commission published, "Accelerating Transformational Change: Strategic Plan for 2024-2027," which includes the goals of supporting school-based mental health.

The California Department of Public Health, Office of Suicide Prevention (OSP) is the designated state entity responsible for coordinating and aligning statewide suicide prevention efforts and resources. OSP's youth suicide prevention projects, including the Youth Suicide Prevention Media and Outreach Campaign, are available on OSP's website. The California Department of Health Care Services provides free mental health and wellness resources to schools through its CalHOPE Schools Initiative.

Additionally, SchoolSafety.gov is an interagency website created by the U.S. Department of Homeland Security, U.S. Department of Education (USDOE), U.S. Department of Justice (DOJ), and U.S. Department of Health and Human Services to provide districts with actionable recommendations to create safe and supportive learning environments for students, including

information about suicide management.

The following policy and accompanying administrative regulation should be revised to reflect district practice and the grade levels offered by the district.

The Governing Board recognizes that suicide is a leading cause of death among youth, that prevention is a collective effort that requires stakeholder engagement, and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, its impact on students and families, and other ~~trauma~~ associated ~~with suicide~~trauma, the Superintendent or designee shall develop measures, strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing and updating district policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts~~, and, in developing~~ . If the policy ~~for grades~~will affect K-6 students, the county mental health plan shall also be consulted. (Education Code 215)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Education Code 215 does not define "school and community stakeholders" or "school-employed mental health professionals" who must be consulted in the development of policy. The following paragraph details examples that are consistent with CSBA and CDE recommendations.

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

CSBA NOTE: Pursuant to Education Code 215, as amended by SB 1318, if the district does not have a school mental health professional or contract with a mental health professional, the Board is encouraged to consider, when reviewing its policy on suicide prevention, whether funding should be identified for purposes of hiring a school mental health professional.

When developing or reviewing district policy on suicide prevention, the Superintendent or designee may make a recommendation regarding the need to hire a mental health professional for the district, or for any school that is not currently served by a mental health professional, and the possible funding source(s) for such hiring.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

CSBA NOTE: Education Code 215 **mandates** that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served

by the district. See the accompanying administrative regulation for additional language fulfilling this mandate. ~~In addition~~Additionally, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 should be revised to specify the categories of employees who will receive the training.

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers

CSBA NOTE: Items #2-9 below reflect optional strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice.

2. Instruction to students in problem-solving, coping, and resiliency skills to promote students' mental, emotional, and social health and well-being~~, as well as~~; help-seeking strategies and resources; and instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious ~~interrelationships~~relationships among students

4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide

5. The provision of information to parents/guardians and caregivers regarding risk and protective factors, warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis

6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

~~7. Crisis intervention procedures~~

CSBA NOTE: Pursuant to Education Code 215, as amended by SB 1318, CDE is required to update its Model Policy, by July 1, 2026, to address crisis intervention protocols in the event of a student suicide crisis. The Board is required to update its suicide prevention policy to include the best practices identified in CDE's updated Model Policy when it next reviews this policy after July 1, 2026.

7. Crisis intervention protocols for addressing suicide threats or attempts

8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

CSBA NOTE: The National Association of School Psychologists recommends that the district and/or school sites create a suicide prevention crisis team to assist in effectively identifying and intervening with students who are at risk of suicidal behavior, including adoption and implementation of policies and procedures. It is recommended that such teams include, at a minimum, administration, mental health staff, and school security personnel. CDE also recommends that students are included on the team, to represent the student voice. The same crisis intervention team may be established to address broader mental health concerns as described in BP 5141.5 - Mental Health.

9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, ensuring the suicide prevention policy, protocols, and resources are posted on the district and school websites, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

CSBA NOTE: Education Code 215 mandates that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.

CDE's Model Policy encourages districts to use the California School Climate, Health, and Learning Surveys or other survey data to determine the prevalence of suicidal ideation and behaviors, including patterns or trends, among all students, particularly among identified high-risk populations.

Pursuant to Education Code 218.3, CDE has developed and posted on its website, "Providing Relevant Inclusive Support that Matters for LGBTQ+ Students (PRISM)," a training curriculum for certificated staff to support lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) cultural competency. Beginning with the 2025–26 school year, through the 2029–30 school year, districts are required to provide at least one hour of training annually to all certificated employees serving students in grades 7-12, in accordance with Education Code 218.3.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with ~~disabilities~~exceptional needs, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

CSBA NOTE: USDOE and DOJ's joint publication, "Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19," provides that anxiety, depression, or substance use disorder may be considered a mental health disability that entitles a student to special education or related services in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act. While this is written in response to the pandemic, the guidance may be interpreted as having a more general applicability. The following optional paragraph reflects this guidance.

In order to address mental health disabilities, the district may, as appropriate and in accordance with law, develop trauma-informed crisis management procedures that include an individualized assessment of the student's circumstances; provide and facilitate access to mental health evaluations and services; reasonably modify policies, such as attendance policies, for individual students; and train staff to recognize and respond appropriately to signs of distress and suicidal ideation in students.

CSBA NOTE: The following two optional paragraphs may be revised to reflect district practice. The paragraphs are consistent with CDE's Model Policy that recommends protocols for maintaining staff connection with students during school closures, in order to support student mental wellbeing and provide guidance on suicide prevention.

The Superintendent or designee shall establish a process for school staff to maintain daily or regular contact with all students, including during distance learning and school closures, and for such staff to communicate any concerns about a student's emotional wellbeing and/or safety to the appropriate authorities.

Additionally, the Superintendent or designee shall ensure that school-based mental health professionals maintain regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need.

CSBA NOTE: The following two paragraphs are for use by districts that serve students in grades K-6.

The Board shall ensure that suicide prevention measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

When the district determines that a student is in need of mental or behavioral health services, the services shall be provided in accordance with protocols specified in Board Policy 5141.5 - Mental Health.

CSBA NOTE: Education Code 215 requires that the district's student suicide prevention policy be updated ~~at least every five years.~~ to incorporate best practices identified in CDE's Model Policy. Education Code 215 also requires that the district's suicide prevention policy be updated at least every five years. Given the severity of the issue and importance of maintaining an up-to-date suicide prevention policy, CSBA and CDE recommend reviewing and updating this policy annually. The following paragraph may be revised to reflect district practice.

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's ~~web site~~website, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 218.3	Training curriculum to support lesbian, gay, bisexual, queer, and questioning students
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	School safety plans
Ed. Code 49060-49079	Student records
Ed. Code 49428.15	Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health
Ed. Code 49428.2	Referral protocols for addressing student behavioral health concerns in grades 7-12; certification of youth behavioral health training for employees
Ed. Code 49428.5	Student mental health poster
Ed. Code 49429	Telehealth technology in schools
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	Government Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act

W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5850-5886	Children's Mental Health Services Act
Federal	**Description**
42 USC 290bb-33	Suicide Training and Awareness Nationally Delivered for Universal Prevention Act of 2021
Management Resources	**Description**
California Department of Education Publication	Model Youth Suicide Prevention Policy for Local Educational Agencies that Serve Kindergarten through Twelfth Grade Students, February 2023 (https://www.cde.ca.gov/ls/mh/documents/modelpolicy.docx)
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019 (https://www.cde.ca.gov/ci/he/cf/index.asp)
California Department of Education Publication	Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
~~CALSCHLS~~California Department of Education Publication	~~California School Staff Survey (CSSS)~~Telehealth Guidance for School Districts, July 2024 (https://www.cde.ca.gov/ls/mh/documents/telehealthguidance.docx)
~~CALSCHLS~~CDC Publication	~~California School Parent Survey (CSPS)~~Promoting Mental Health and Well-Being in Schools, December 2023 (https://www.cdc.gov/mental-health-action-guide/about/index.html)
~~CALSCHLS~~CSBA Publication	~~California Healthy Kids Survey (CHKS)~~Safe Schools Toolkit: Bullying and Cyberbullying, July 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/SafeSchoolsToolkit/Safety-Toolkit-5.ashx?la=en&rev=40ec0e57416844f2ad701180a754cc3e)
CDC and Prevention Publication	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009 (https://stacks.cdc.gov/view/cdc/5767)
Court Decision	Corales v. Bennett (Ontario-Montclair School District) (2009) 567 F.3d 554
Each Mind Matters Publication	Making Headlines: Guide to Engaging the Media in Suicide Prevention in California, 2012 (https://resource-center.yourvoicecounts.org/resources/making-headlines-guide-engaging-media-suicide-prevention-california)
Heard Alliance Publication	K-12 Toolkit for Mental Health Promotion and Suicide Prevention, ~~2017~~2021 (https://www.heardalliance.org/help-toolkit/)

Mental Health Svcs Oversight & Accountability Pub	Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025 (https://sprc.org/wp-content/uploads/2022/11/CA-Suicide-Prevention-Plan_2020_2025.pdf)
Mental Health Svcs Oversight & Accountability Pub	Accelerating Transformational Change: Strategic Plan for 2024-2027 (https://bhsoac.ca.gov/wp-content/uploads/MHSOAC-Strategic-Plan-2024-2027.pdf)
Nat's Assoc. of School Psychologists Publication	Comprehensive School Suicide Prevention in a Time of Distance Learning, 2020 (https://www.nasponline.org/resources-and-publications/resources-and-podcasts/covid-19-resource-center/crisis-and-mental-health-resources/comprehensive-school-suicide-prevention-in-a-time-of-distance-learning)
Nat's Assoc. of School Psychologists Publication	Conducting a Virtual Suicide Assessment Checklist (https://www.nasponline.org/resources-and-publications/resources-and-podcasts/covid-19-resource-center/crisis-and-mental-health-resources/conducting-virtual-suicide-assessment-checklist)
Nat'l Assoc. of School Psychologists Publication	Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015 (https://www.nasponline.org/resources-and-publications/resources-and-podcasts/school-safety-and-crisis/mental-health-resources/preventing-youth-suicide/preventing-suicide-guidelines-for-administrators-and-crisis-teams)
Suicide Prevention Resource Center Publication	After a Suicide: A Toolkit for Schools, 2nd Edition, 2018 (https://sprc.org/online-library/after-suicide-toolkit-schools)
U.S. Department of Education, Office for Civil Rights and U.S. Department of Justice, Civil Rights Division Publication	Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19, October 2021 (https://archive.ada.gov/students_self-harm_fact_sheet.pdf)
U.S. Dept. of Health & Human Services Publication	Preventing Suicide: A Toolkit for High Schools, 2012 (https://store.samhsa.gov/product/preventing-suicide-toolkit-high-schools/sma12-4669)
U.S. Dept. of Health & Human Services Publication	National Strategy for Suicide Prevention: ~~Goals~~ , 2024 (https://www.hhs.gov/programs/prevention-and ~~Objectives for Action, rev. 2012~~-wellness/mental-health-substance-ause/national-strategy-suicide-prevention/index.html)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Public Health, Office of Suicide Prevention (https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/SACB/Pages/Office-of-Suicide-Prevention-(OSP).aspx)

Website	California Surgeon General, Safe Spaces: Trauma-Informed Training (https://osg.ca.gov/safespaces/)
Website	Suicide Prevention Messaging
Website	National Action Alliance for Suicide Prevention
Website	Mental Health Evaluation, Training, Research, and Innovation Center for Schools (METRICS) (https://www.metricscenter.org/)
Website	Mental Health Services Oversight and Accountability Commission
Website	HEARD Alliance
Website	Each Mind Matters: California's Mental Health Movement
Website	Crisis Text Line
Website	California School Climate, Health, and Learning Surveys (CalSCHLS)
Website	California Mental Health Services Authority
Website	Suicide Prevention Lifeline
Website	Suicide Prevention Resource Center
Website	National Child Traumatic Stress Network
Website	SchoolSafety.gov (https://www.schoolsafety.gov/mental-health)
Website	Substance Abuse and Mental Health Services Administration
Website	Trevor Project
Website	American Academy of Pediatrics
Website	American Association of Suicidology
Website	American Foundation for Suicide Prevention
Website	American Psychological Association
Website	California Department of Education, Mental Health
Website	California Department of Health Care Services, Mental Health Services
Website	CalHOPE Schools Initiative (https://www.calhopeschools.org/)
Website	Centers for Disease Control and Prevention, Mental Health
Website	National Association of School Psychologists
Website	National Institute for Mental Health

Website	American School Counselor Association

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1112	Media Relations
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1240	Volunteer Assistance
1240	Volunteer Assistance
1400	Relations Between Other Governmental Agencies And The Schools
3515	Campus Security
3515	Campus Security
4112.21	Interns
4112.21	Interns
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131	Staff Development
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4231	Staff Development
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4331	Staff Development
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying

5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.8	Mobile Communication Devices
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.5	Mental Health
5141.6	School Health Services
5141.6	School Health Services
5142	Safety
5142	Safety
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education

6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams

Regulation 5141.52: Suicide Prevention

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** ~~06~~03/01/~~2021~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2021~~2025

CSBA NOTE: Education Code 215 **mandates** the Governing Board of any district serving students in grades K-12 to adopt a policy on student suicide prevention, intervention, and postvention ~~for grades K-12~~. See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice. Pursuant to Education Code 215, the following regulation should be developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, in developing strategies for grades K-6, the county mental health plan.

Examples of suicide prevention strategies are also available in the California Department of Education's (CDE)), "Model Youth Suicide Prevention Policy~~,~~ for Local Educational Agencies that Serve Kindergarten through Twelfth Grade Students," Mental Health Services Oversight and Accountability Commission's (MHSOAC)), "Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025~~,~~," the U.S. Department of Health and Human Services publication , "Preventing Suicide: A Toolkit for High Schools~~,~~," and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, BP/AR 5145.7 - Sexual Harassment, and BP 5145.9 - Hate-Motivated Behavior. For additional information and resources related to student mental and behavioral health, see BP 5141.5 – Mental Health.

Definitions

CSBA NOTE: Education Code 215, as amended by SB 1318 (Ch. 645, Statutes of 2024), defines "mental health professional," "student suicide crisis," and "school mental health professional," as reflected below.

Mental health professional means an individual licensed or registered, or an intern or associate working towards licensure, by the Board of Behavioral Sciences or the Board of Psychology in the Department of Consumer Affairs. (Education Code 215)

Student suicide crisis means any of the following: (Education Code 215)

1. A student who is exhibiting suicidal thoughts or behaviors
2. A student who has completed a suicide risk assessment and is determined to be at risk of suicide
3. A student who is attempting to physically harm themselves or others

School mental health professional means a school employee with a clear or preliminary pupil personnel services credential with a specialization in school counseling, school social work, or

school psychology, a credentialed school nurse, or a licensed, registered, or associate marriage and family therapist, professional clinical counselor, clinical social worker, educational psychologist, or psychologist under the supervision of a school employee with a pupil personnel services or administrative services credential. (Education Code 215)

Staff Development

CSBA NOTE: Education Code 215 **mandates** that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. Additionally, Education Code 215 requires a district's training materials to include best practices identified in CDE's Model Policy. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor.

CDE recommends that employees receive training on the core components of suicide prevention at the beginning of employment, and also receive training each year on risk factors, protective factors, warning signs of suicide, suicide prevention, intervention, referral, and postvention, with a minimum of one hour of general suicide prevention training. The following section should be revised to reflect district practice.

Education Code 216 requires CDE to identify evidence-based online training program(s), aligned with the requirements of Education Code 215, that districts may use to train students and staff.

Education Code 216 also requires CDE, dependent upon funds being appropriated in the annual Budget Act, to provide grants, upon application, to county offices of education for the acquisition of such training programs to disseminate to districts at no cost.

Pursuant to Education Code 49428.15, CDE has identified and posted on its website, "Youth Mental Health First Aid," an evidence-based and evidence-informed training program for use by schools to address student behavioral health.

Additionally, the California Surgeon General has developed, "Safe Spaces: Trauma Informed Training," an online training designed to help recognize and respond to signs of student trauma and stress.

Additional training and funding is available through the federal Suicide Training and Awareness Nationally Delivered for Universal Prevention Act of 2021 (STANDUP ACT) (42 USC 290bb-33), which provides best practices for suicide awareness and prevention training policies.

Suicide prevention training shall be provided to teachers, interns, counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers. The training shall be offered under the direction of a district counselor, psychologist, and/or social worker who has received advanced training specific to suicide and who may collaborate with one or more county or community mental health agencies.

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and ~~their~~ families to those

services. ~~Materials~~Training materials may also ~~may~~ include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, staff development shall include research and information related to the following topics:

CSBA NOTE: Education Code 215 **mandates** that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the higher rates of suicide among these groups, as provided in ~~item~~Item #1 below.

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with ~~disabilities~~exceptional needs, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning

CSBA NOTE: Staff development may include training about individual risk factors associated with suicide, as provided in ~~item~~Item #2 below. Information about risk factors is available from MHSOAC's "Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025~~,~~," the Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other publications, agencies, and organizations.

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe or traumatic stressor or loss, family instability, impulsivity, and other factors

3. Identification of students who may be at risk of suicide, including, but not limited to, warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum, promoting mental and emotional health, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide

6. The importance of early prevention and intervention in reducing the risk of suicide

7. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

8. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for constant monitoring and supervision of the student, during the time the student is in the school's physical custody, while the immediate referral of the student to medical or mental health services is being processed

9. District procedures for responding after a suicide has occurred

10. Common misconceptions about suicide

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

Instruction

CSBA NOTE: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school.

CDE recommends that the instruction be under the supervision of district-employed mental health professionals following consultation with county and community health agencies, and that it be incorporated into areas of the curriculum in addition to health classes.

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age and developmentally appropriate manner and shall be designed to help students:

1. Identify and analyze warning signs and risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and emotional distress, such as feelings of depression, loss, isolation, inadequacy, and anxiety, can lead to thoughts of suicide

2. Develop coping and resiliency skills for dealing with stress and trauma, and building self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults; school resources, including the district's suicide prevention, intervention, and referral procedures; and/or community crisis intervention resources where youth can get help

5. Develop help-seeking strategies and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

6. Recognize that early prevention and intervention can drastically reduce the risk of suicide

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

Student Identification Cards

CSBA NOTE: The following section is for use by districts that serve students in grades 7-12. Education Code 215.5, as amended by SB 1063 (Ch. 642, Statutes of 2024), requires districts that

issue or reissue student identification cards to have printed on either side of the card the telephone number ~~of~~for the 988 Suicide and Crisis Lifeline and the National Suicide Prevention Lifeline (1-800-273-8255~~), and allows to~~). Pursuant to Education Code 215.5, as amended by SB 1063, a district may have printed on the card the Crisis Text Line (texting HOME to 741741~~) and/or~~); the telephone number for campus police or security or, if the campus does not have a campus police or security telephone number, the local nonemergency telephone number; a local suicide prevention hotline telephone number; and/or a quick response (QR) code that links to the county's mental health resources website. For additional requirements related to student identification cards, see BP 5142 - Safety.

Student identification cards for students in grades 7-12 shall include the 988 Suicide and Crisis Lifeline and National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line ~~and/or~~, campus police or security, a local suicide prevention hotline telephone number, and/or a quick response (QR) code for the county's mental health resources website. (Education Code 215.5)

Intervention

CSBA NOTE: Education Code 215 **mandates** that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice. In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289.5; see BP/AR 0450 - Comprehensive Safety Plan.

The following paragraph is for use by districts that have formed and trained district and/or school site crisis intervention team(s) to assist with suicide intervention; see the accompanying Board policy. The National Association of School Psychologists (NASP) recommends that crisis intervention teams assign one or more individuals as a "designated reporter" to receive and act upon all reports from teachers, other staff, and students who may be suicidal.

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/guardians, and caregivers and post on school and district ~~web sites.~~ websites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

Students shall be encouraged to notify a teacher, principal, counselor, designated reporter, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal, school counselor, or designated reporter, who shall implement district intervention protocols as appropriate.

CSBA NOTE: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information

to avert a clear and present danger to the health, safety, or welfare of the student or others within in the school community. Also see BP 6164.2 - Guidance/Counseling Services.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, discussed, or referred to with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, or to report child abuse and neglect as required by Penal Code 11164-11174.3. (Education Code 49602)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

When the district determines that a student is in need of mental or behavioral health services, the services shall be provided in accordance with protocols specified in Board Policy 5141.5 - Mental Health.

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision and providing comfort to the student until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

CSBA NOTE: The following paragraph is optional. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

CSBA NOTE: Education Code 215 **mandates** that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice.

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

CSBA NOTE: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The NASP, in its publication, "Preventing Suicide: Guidelines for Administrators and Crisis Teams," recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school that emphasize the importance of students taking care of each other.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how to best discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 218.3	Training curriculum to support lesbian, gay, bisexual, queer, and questioning students
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	School safety plans
Ed. Code 49060-49079	Student records
Ed. Code 49428.15	Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health
Ed. Code 49428.2	Referral protocols for addressing student behavioral health concerns in grades 7-12; certification of youth behavioral health training for employees
Ed. Code 49428.5	Student mental health poster
Ed. Code 49429	Telehealth technology in schools
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	Government Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5850-5886	Children's Mental Health Services Act

Federal	Description
42 USC 290bb-33	Suicide Training and Awareness Nationally Delivered for Universal Prevention Act of 2021

Management Resources	Description
California Department of Education Publication	Model Youth Suicide Prevention Policy for Local Educational Agencies that Serve Kindergarten through Twelfth Grade Students, February 2023 (https://www.cde.ca.gov/ls/mh/documents/modelpolicy.docx)
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019 (https://www.cde.ca.gov/ci/he/cf/index.asp)
California Department of Education Publication	Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

~~CALSCHLS~~California Department of Education Publication	~~California School Staff Survey (CSSS)~~Telehealth Guidance for School Districts, July 2024 (https://www.cde.ca.gov/ls/mh/documents/telehealthguidance.docx)
~~CALSCHLS~~CDC Publication	~~California School Parent Survey (CSPS)~~Promoting Mental Health and Well-Being in Schools, December 2023 (https://www.cdc.gov/mental-health-action-guide/about/index.html)
~~CALSCHLS~~CSBA Publication	~~California Healthy Kids Survey (CHKS)~~Safe Schools Toolkit: Bullying and Cyberbullying, July 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/SafeSchoolsToolkit/Safety-Toolkit-5.ashx?la=en&rev=40ec0e57416844f2ad701180a754cc3e)
CDC and Prevention Publication	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009 (https://stacks.cdc.gov/view/cdc/5767)
Court Decision	Corales v. Bennett (Ontario-Montclair School District) (2009) 567 F.3d 554
Each Mind Matters Publication	Making Headlines: Guide to Engaging the Media in Suicide Prevention in California, 2012 (https://resource-center.yourvoicecounts.org/resources/making-headlines-guide-engaging-media-suicide-prevention-california)
Heard Alliance Publication	K-12 Toolkit for Mental Health Promotion and Suicide Prevention, ~~2017~~2021 (https://www.heardalliance.org/help-toolkit/)
Mental Health Svcs Oversight & Accountability Pub	Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025 (https://sprc.org/wp-content/uploads/2022/11/CA-Suicide-Prevention-Plan_2020_2025.pdf)
Mental Health Svcs Oversight & Accountability Pub	Accelerating Transformational Change: Strategic Plan for 2024-2027 (https://bhsoac.ca.gov/wp-content/uploads/MHSOAC-Strategic-Plan-2024-2027.pdf)
Nat's Assoc. of School Psychologists Publication	Comprehensive School Suicide Prevention in a Time of Distance Learning, 2020 (https://www.nasponline.org/resources-and-publications/resources-and-podcasts/covid-19-resource-center/crisis-and-mental-health-resources/comprehensive-school-suicide-prevention-in-a-time-of-distance-learning)
Nat's Assoc. of School Psychologists Publication	Conducting a Virtual Suicide Assessment Checklist (https://www.nasponline.org/resources-and-publications/resources-and-podcasts/covid-19-resource-

	center/crisis-and-mental-health-resources/conducting-virtual-suicide-assessment-checklist)
Nat'l Assoc. of School Psychologists Publication	Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015 (https://www.nasponline.org/resources-and-publications/resources-and-podcasts/school-safety-and-crisis/mental-health-resources/preventing-youth-suicide/preventing-suicide-guidelines-for-administrators-and-crisis-teams)
Suicide Prevention Resource Center Publication	After a Suicide: A Toolkit for Schools, 2nd Edition, 2018 (https://sprc.org/online-library/after-suicide-toolkit-schools)
U.S. Department of Education, Office for Civil Rights and U.S. Department of Justice, Civil Rights Division Publication	Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19, October 2021 (https://archive.ada.gov/students_self-harm_fact_sheet.pdf)
U.S. Dept. of Health & Human Services Publication	Preventing Suicide: A Toolkit for High Schools, 2012 (https://store.samhsa.gov/product/preventing-suicide-toolkit-high-schools/sma12-4669)
U.S. Dept. of Health & Human Services Publication	National Strategy for Suicide Prevention: ~~Goals~~ , 2024 (https://www.hhs.gov/programs/prevention-and ~~Objectives for Action, rev. 2012~~-wellness/mental-health-substance-abuse/national-strategy-suicide-prevention/index.html)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Public Health, Office of Suicide Prevention (https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/SACB/Pages/Office-of-Suicide-Prevention-(OSP).aspx)
Website	California Surgeon General, Safe Spaces: Trauma-Informed Training (https://osg.ca.gov/safespaces/)
Website	Suicide Prevention Messaging
Website	National Action Alliance for Suicide Prevention
Website	Mental Health Evaluation, Training, Research, and Innovation Center for Schools (METRICS) (https://www.metricscenter.org/)
Website	Mental Health Services Oversight and Accountability Commission
Website	HEARD Alliance
Website	Each Mind Matters: California's Mental Health Movement
Website	Crisis Text Line
Website	California School Climate, Health, and Learning Surveys (CalSCHLS)

Website	California Mental Health Services Authority
Website	Suicide Prevention Lifeline
Website	Suicide Prevention Resource Center
Website	National Child Traumatic Stress Network
Website	SchoolSafety.gov (https://www.schoolsafety.gov/mental-health)
Website	Substance Abuse and Mental Health Services Administration
Website	Trevor Project
Website	American Academy of Pediatrics
Website	American Association of Suicidology
Website	American Foundation for Suicide Prevention
Website	American Psychological Association
Website	California Department of Education, Mental Health
Website	California Department of Health Care Services, Mental Health Services
Website	CalHOPE Schools Initiative (https://www.calhopeschools.org/)
Website	Centers for Disease Control and Prevention, Mental Health
Website	National Association of School Psychologists
Website	National Institute for Mental Health
Website	American School Counselor Association

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1112	Media Relations
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1240	Volunteer Assistance
1240	Volunteer Assistance
1400	Relations Between Other Governmental Agencies And The Schools

3515	Campus Security
3515	Campus Security
4112.21	Interns
4112.21	Interns
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131	Staff Development
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4231	Staff Development
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4331	Staff Development
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.8	Mobile Communication Devices
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting

5141.5	Mental Health
5141.6	School Health Services
5141.6	School Health Services
5142	Safety
5142	Safety
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams

Policy 5145.13: Response To Immigration Enforcement

Status: ADOPTED

Original Adopted Date: 05/01/2018 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** 0503/01/20182025

CSBA NOTE: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts arewere **mandated** to adopt policy consistentpolicies, by July 1, 2018, with a language that is equivalent to the model policy language developed by the California Attorney General which limits assistance with immigration enforcement at public schools. See in "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on the web site of the Office of the Attorney General. Except as otherwise noted below, the following policy reflects the mandated policy statements. ," first published in April 2018 ("2018 Guidance"). The Attorney General updated the 2018 Guidance in December 2024 ("2024 Guidance") and has stated that districts "should" adopt or update their policies based on the 2024 Guidance by May 1, 2025. The 2024 Guidance is available on the Office of the Attorney General's website.

Since the legal landscape regarding a district's response to immigration enforcement is in flux and additional legislation is currently pending, it is recommended that districts consult with CSBA's District and County Office of Education Legal Service or district legal counsel when adopting this policy.

See the accompanying administrative regulation, BP 0410 - Nondiscrimination in District Programs and Activities, BP/AR 5111 - Admission, AR 5111.1 - District Residency, BP/AR 5125 - Student Records, AR/E 5125.1 - Release of Directory Information, and BP 5131.2 - Bullying for additional language fulfilling this mandate.that is equivalent to the model policy language in the 2018 Guidance and 2024 Guidance.

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents, and shall not seek or require information or documents to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of studentsa student or theirthe student's family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

CSBA NOTE: Education Code 234.1 **mandates** that districts adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Penal Code 422.55 and Education Code 220. As amended by AB 699 (Ch. 493, Statutes of 2017), and Penal Code 422.55. Education Code 234.1 expressly includes immigration status among the protected categories. See BP 0410 - Nondiscrimination in District

Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

~~No~~In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/Harassment, no student shall be denied equal rights and opportunities, nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of ~~his/her immigration status.~~the student's or family's immigration status or for the refusal to provide information related to the student's or family's immigration status. (Education Code 200, 220, 234.1)

CSBA NOTE: ~~Pursuant to Education~~Government Code ~~234.7, as added by AB 699 (Ch. 493, Statutes of 2017), the district must notify parents/guardians of their children's right to a free public education regardless of~~8310.3 prohibits districts from disclosing information about immigration status~~, including "Know Your Educational Rights" information as contained~~ or religion for use in the ~~Office of the Attorney General publication Promoting~~compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a ~~Safe and Secure Learning Environment for All:~~registry. The 2024 Guidance ~~and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. Such notice may be included in the annual parental notification provided pursuant to Education Code 48980 or through any other cost-effective means.~~contains a similar prohibition. Also see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5125 - Student Records.

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

CSBA NOTE: Pursuant to Education Code 234.7, a district is required to notify parents/guardians of their children's right to a free public education regardless of immigration status. The 2024 Guidance provides additional detail on this topic, which includes one appendix titled "Know Your Educational Rights." Such notice may be included in the annual parental notification provided pursuant to Education Code 48980 or through any other cost-effective means. See 5145.6 - Parent/Guardian Notifications and BP 0410 - Nondiscrimination in District Programs and Activities.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

~~Consistent with requirements of the California Office of the Attorney General, the~~The Superintendent or designee shall develop procedures for addressing any immigration-related requests by a law enforcement officer for access to district records, school sites, or students ~~for the purpose of immigration enforcement~~.

CSBA NOTE: The following optional paragraph reflects a recommendation ~~of~~from the ~~Attorney General's model policy~~2024 Guidance and may be revised to reflect district practice.

~~Teachers, school administrators, and other school staff shall receive~~The Superintendent or designee may provide training to staff regarding immigration issues, including information on responding to a

request from ~~an immigration~~a law enforcement officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by ~~an officer or employee of~~ a law enforcement ~~agency~~officer for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

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Policy Reference Disclaimer:
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State	**Description**
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 48204.4	Evidence of residency for school enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 627-627.10	Access to school premises
Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
Management Resources	**Description**
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, ~~April 2018~~December 2024
Court Decision	Plyler v. Doe~~,~~ (1982) 457 U.S. 202 ~~(1982)~~
~~CSBA Publication~~	~~Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017~~

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Immigration and Customs Enforcement, Online Detainee Locator System
~~Website~~	~~California Attorney General's Office~~
Website	California Office of the Attorney General
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Immigration and Customs Enforcement
Website	California Department of Education
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1250	Visitors/Outsiders
1340	Access To District Records
1340	Access To District Records
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5141	Health Care And Emergencies

5141	Health Care And Emergencies
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
6142.3	Civic Education
6143	Courses Of Study
6143	Courses Of Study
6175	Migrant Education Program
6175	Migrant Education Program

Regulation 5145.13: Response To Immigration Enforcement

Status: ADOPTED

Original Adopted Date: 05/01/2018 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** 0503/01/20182025

CSBA NOTE: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts arewere **mandated** to adopt policypolicies, by June 1, 2018, with language that is consistent with equivalent to the model policy language developed by the California Attorney General's model policy limiting assistance with immigration enforcement at public schools. The required model policy statements are contained in the Office of the Attorney General publication in "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and, except as otherwise noted, are reflected in the following regulation. ," first published in April 2018 ("2018 Guidance"). The Attorney General updated the 2018 Guidance in December 2024 ("2024 Guidance") and has stated that districts "should" adopt or update their policies based on the 2024 Guidance by May 1, 2025. The 2024 Guidance is available on the Office of the Attorney General's website.

Since the legal landscape regarding a district's response to immigration enforcement is in flux and additional legislation is currently pending, it is recommended that districts consult with CSBA's District and County Office of Education Legal Service or district legal counsel when adopting this policy.

See the accompanying Board policy, BP 0410 - Nondiscrimination in District Programs and Activities, BP/AR 5111 - Admission, AR 5111.1 - District Residency, BP/AR 5125 - Student Records, AR/E 5125.1 - Release of Directory Information, and BP 5131.2 - Bullying for additional language fulfilling this mandate.

The Attorney General's model policyGeneral recommends that, if feasible, districts designate an immigrant affairs liaison to facilitate training programs for staff, help provide non-legal advice to families, and assist in communications with other educational agencies and local and state government stakeholders. The following administrative regulation may be revised to reflect any such position established by the district.

Responding to Requests for Immigration-Related Information or Documents

CSBA NOTE: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members., except as required by state or federal law, or as required to administer a state or federally supported education program. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement (ICE), as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order. An ICE "administrative warrant" is not a court order that would allow a district to disclose student records without parent/guardian consent. See the Office of the

~~Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues for further information and examples of such administrative warrants and judicial orders.~~except in limited circumstances, such as when parent/guardian consent, a court order, or a judicial subpoena/warrant is provided.

~~Unless authorized by~~ Upon receiving any verbal or written request for information or documents related to a student's or family's immigration or citizenship status, district staff shall:

1. Record or otherwise document the ~~Family Educational Rights~~request and ~~Privacy Act pursuant to 20 USC 1232g,~~notify the Superintendent or designee about the request

2. Provide the student's parent/guardian or, if the student ~~information~~ is at least 18 years old, the student, with notice, a description of the request, and any documentation provided to the district describing the request, unless prohibited by a court order, judicial subpoena/warrant, or in cases involving investigation of child abuse, neglect, or dependency

Information or documents related to a student's immigration or citizenship status shall not be disclosed to ~~immigration~~a law enforcement ~~authorities~~officer without ~~parental~~ consent by the parent/guardian or, if the student is at least 18 years old, by the student, a court order, or judicial subpoena~~.~~ /warrant. To obtain written consent, the release of student information shall include the following information:

1. The signature and signature date of the parent/guardian, or student if the student is at least 18 years old

2. A description of the records to be disclosed

3. The reason for the release of information

4. The parties or class of parties receiving the information

5. A copy of the records to be released, if requested by the parent/guardian or student

In accordance with law and Board Policy 5125 – Student Records, the Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena~~.~~/warrant.

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent or, if the student is at least 18 years old, the student's consent, before the student is interviewed or searched by any law enforcement officer for immigration enforcement purposes, unless the officer presents a court order or a judicial warrant.

A student's parent/guardian shall be immediately notified when a law enforcement officer requests or is able to interview, search, detain, or otherwise interact with the student for immigration enforcement purposes, unless prohibited by a court order or a judicial warrant, or in cases involving investigations of child abuse, neglect, or dependency. (Education Code 48906)

~~CSBA NOTE: Items #1-4 below reflect requirements of the Attorney General's model policy.~~CSBA NOTE: The Attorney General's model policy includes requirements that the district post signs at school entrances containing school hours and registration requirements and that the district adopt measures for responding to outsiders in a manner that avoids classroom interruptions. See BP/AR 1250 - Visitors/Outsiders for procedures applicable to all visitors.

~~Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:~~

1. ~~Notify the Superintendent or designee about the information request~~
2. ~~Provide students and families with appropriate notice and a description of the immigration officer's request~~
3. ~~Document any request for information by immigration authorities~~
4. ~~Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency~~

~~CSBA NOTE: Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017), prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry. In addition, the Attorney General's model policy developed pursuant to Education Code 234.7 prohibits the use of school data or resources for creating a registry based on specific characteristics. Also see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5125 - Student Records.~~

~~Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)~~

~~Responding to Requests for Access to Students or School Grounds~~

~~CSBA NOTE: Except as otherwise noted, the following mandated section reflects the Attorney General's model policy developed pursuant to Education Code 234.7. The Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues contains a Quick Reference Guide for School Officials that summarizes the steps to be taken in the event that an immigration enforcement officer comes to a school or requests personal information about a student or his/her family member.~~

~~District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.~~

~~CSBA NOTE: The Attorney General's model policy includes requirements that the district post signs at school entrances containing school hours and registration requirements and that the~~

~~district adopt measures for responding to outsiders in a manner that avoids classroom interruptions. See BP/AR 1250 - Visitors/Outsiders for procedures applicable to all "outsiders," as defined in Penal Code 627.1.~~

~~All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)~~

A law enforcement officer who requests to enter district property which is not open to all visitors shall register in accordance with Board Policy 1250 - Visitors/Outsiders, except in cases where the officer states that exigent circumstances exist or as stated in a court order or judicial warrant. (Penal Code 627.2, 627.3)

As early as possible, district staff shall notify the Superintendent or designee of any immigration enforcement-related request by a law enforcement officer for access to a student or to district property, including service of lawful warrants, subpoenas, petitions, complaints, or other similar documents.

Responding to Law Enforcement Officers on District Property

CSBA NOTE: The following paragraph may be modified by districts that do not maintain a district police or security department.

District staff shall report the presence of any law enforcement officer on district property for immigration enforcement ~~officers~~purposes to on-site district police and other appropriate administrators.

~~As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration~~Unless a law enforcement officer ~~for~~declares that exigent circumstances exist and demands immediate access to the ~~school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents. In addition~~campus, district staff shall take the following actions ~~in response to~~when such an officer is actually or imminently present on ~~the school campus specifically~~district property for immigration enforcement purposes:

~~1.~~ 1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent, principal, or designee, except under exigent circumstances that necessitate immediate action

~~2.~~ 2. Request to see and record or otherwise document the officer's credentials, including ~~his/her~~the officer's name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information

~~3.~~ 3. Ask the officer for ~~his/her,~~ and then record or otherwise document, the officer's reason for being on ~~school grounds and document the response~~ district property

~~4.~~ Request that the officer produce any documentation that authorizes ~~his/her~~the officer's school access ~~Make a copy,~~ make copies of all ~~documents produced by the officer~~such

documentation, and retain at least one copy for ~~school~~district records

5. Contact and consult with the district's legal counsel or Superintendent or designee

6. Follow the direction from the district's legal counsel or Superintendent or designee

~~6.~~ If the officer declares that exigent circumstances exist and demands immediate access to the campus, district staff shall comply with the officer's orders and immediately contact the Superintendent or designee and then the district's legal counsel.

~~7.~~ Regardless of whether the officer ~~does not declare~~declares that exigent circumstances exist, ~~respond according to the requirements of the officer's documentation, as follows:~~

~~a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant,~~ district staff shall ~~inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.~~

~~b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.~~

~~c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.~~

~~8.~~ ~~Do not attempt to~~ district staff shall not attempt to physically impede the officer, even if the officer appears to be ~~exceeding the~~acting outside the law or in excess of the officer's stated or documented authorization ~~given under a warrant or other document~~. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus~~.~~ but only to the extent that it does not impede the officer's actions.

~~9.~~ After the ~~encounter with the~~ officer~~,~~ leaves district property, district staff shall promptly make written notes of all interactions with the officer, including:

~~a.~~ 1. A list or copy of the officer's credentials and contact information , if known

~~b.~~ 2. The identity of all ~~school personnel who~~other district staff known to have communicated with the officer

~~c. Details~~3. A description of the ~~officer's~~officer's request and activities

~~d. Whether the officer presented~~4. The type of documentation, such as a warrant or subpoena ~~to accompany his/her~~, that authorized the officer's request or actions, what was requested ~~in~~by the ~~warrant or subpoena~~documentation, and whether the ~~warrant or subpoena~~documentation was signed by a judge

e. 5. District staff's response to the officer's request

f. 6. Any further action taken by the officer

g. A photo or copy7. Copies of any documents presented by the officer

10. Provide District staff shall promptly provide a copy of these notes and any associated documents district staff has collected from the officer to the district's legal counsel or other designated district official designated by the Superintendent.

The district's legal counsel or other designated officialthe Superintendent or designee shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responsesresponse. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family MemberParent/Guardian

The Superintendent or designee shall encourage students and their familiesparents/guardians to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable.at any time. The Superintendent or designee shall notify students' familiesparents/guardians that the district will only use information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

The Superintendent or designee shallmay also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family memberstudent's parent/guardian is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

CSBA NOTE: Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), provides that a student complies with district residency requirements if his/herthe student's parent/guardian was a resident of California and departed against his/herthe parent/guardian's will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act. See AR 5111.1 - District Residency.

The In an instance where a student's parent/guardian was detained or deported, the Superintendent or designee shall notify athe student whose parent/guardian was detained or deported, as well as

the individuals designated in the student's emergency contact information and any individual who presented a caregiver's authorization affidavit on behalf of the student, that the student continues to meet the residency requirements for attendance in athe district ~~school, provided that~~if the student and the student's parent/guardian who was a ~~resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure.~~ ~~(~~detained or deported satisfy the conditions as specified in Education Code 48204.4~~)~~.

CSBA NOTE: The following paragraph is recommended, but not required, by the Attorney General's model policy. ~~See the management resources in the accompanying Board policy for ICE's Online Detainee Locator System.~~It should be deleted or modified to reflect district practice.

The Superintendent or designee may refer a student or ~~his/her~~the student's family members to other resources for assistance, including, but not limited to, an ~~ICE~~U.S. Immigrant and Customs Enforcement detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	**Description**
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 48204.4	Evidence of residency for school enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 627-627.10	Access to school premises

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

Management Resources	**Description**
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12

	Schools in Responding to Immigration Issues, ~~April 2018~~December 2024
Court Decision	Plyler v. Doe~~,~~ (1982) 457 U.S. 202 ~~(1982)~~
~~CSBA Publication~~	~~Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017~~
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Immigration and Customs Enforcement, Online Detainee Locator System
~~Website~~	~~California Attorney General's Office~~
Website	California Office of the Attorney General
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Immigration and Customs Enforcement
Website	California Department of Education
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1250	Visitors/Outsiders
1340	Access To District Records
1340	Access To District Records
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5125	Student Records
5125	Student Records

5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
6142.3	Civic Education
6143	Courses Of Study
6143	Courses Of Study
6175	Migrant Education Program
6175	Migrant Education Program

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Manuel Bojorquez,
Assistant Superintendent of
Educational Leadership and
Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 6000 series: Board Policy 6158 – Independent Study, Administrative Regulation 6158 – Independent Study, Board Policy 6170.1 – Transitional Kindergarten, Board Policy 6174 – Education for English Learners, Administrative Regulation 6174 – Education for English Learners, Board Policy 6142.93 - Science Instruction, Board Policy 6142.94 - History-Social Science Instruction, Board Policy 6159 - Individualized Education Program, Administrative Regulation 6159 - Individualized Education Program, Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency for Special Education and Administrative Regulation 6159.2 - Nonpublic, Nonsectarian School and Agency for Special Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2025-2026 Budget? ☐ Yes ☐ No

Requisition #

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Policy 6142.93: Science Instruction

Status: ADOPTED

Original Adopted Date: 10/01/1995 | **Last Revised Date:** ~~05~~03/01/~~2017~~2025 | **Last Reviewed Date:** ~~05~~03/01/~~2017~~2025

CSBA NOTE: The following optional policy may be revised to reflect district practice and the grade levels served by the district.

Education Code 51210 and 51220 require that science instruction, including biological and physical aspects of science, be included in the course of study offered in grades 1-12. For grades 1-6, Education Code 51210 requires the course of study ~~must~~to include an emphasis on experimental inquiry ~~and~~; the place of humans in ecological systems~~. In~~; and the causes and effects of climate change and the methods to mitigate and adapt to climate change. For grades 7-12, Education Code 51220 requires the course of study ~~must~~to include an emphasis on basic concepts, theories, and processes of scientific investigation; the place of humans in ecological systems; ~~and~~the causes and effects of climate change and the methods to mitigate and adapt to climate change; and with appropriate applications of the interrelation and interdependence of the sciences. ~~See~~For more information regarding the requirements for courses of study, see AR 6143 - Courses of Study.

~~In addition~~Additionally, Education Code 51225.3 requires completion of two courses in science, including biological and physical sciences, to meet high school graduation requirements. See BP 6146.1 - High School Graduation Requirements.

~~Many~~In addition, many districts integrate science, technology, engineering, and mathematics instruction (STEM), and sometimes art instruction (STEAM), to teach processes and concepts applied to real-world contexts. Further information about this interdisciplinary approach is available on the ~~web sites~~websites of the California Department of Education (CDE) and U.S. Department of Education.

The Governing Board believes that science education should focus on giving students an understanding of the biological and physical aspects of science, including the place of humans in ecological systems, the causes and effects of climate change and the methods to mitigate and adapt to climate change, key scientific concepts, and methods of scientific inquiry and investigation through experiments and other activities that foster critical thinking. Students should become familiar with the natural world and the interrelationship of science, mathematics, technology, and engineering. As part of science instruction, students should learn how to apply scientific knowledge and reasoning.

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation shall not be discussed during science instruction.

~~CSBA NOTE: The State Board of Education (SBE) adopted the California Next Generation Science Standards (CA-NGSS) in 2013 and the Science Framework for Public Schools in 2016. Under the CA-NGSS, the focus of instruction shifts from knowing science facts to knowing and applying science concepts. The SBE's NGSS Systems Implementation Plan for California requires the CA-NGSS to be fully implemented, including updated instructional materials and science assessments, by the 2018-19 school year.~~ CSBA NOTE: Pursuant to Education Code 33548, the Instructional Quality Commission (IQC) is required to consider incorporating media literacy content, which encompasses the foundational skills that lead to digital citizenship including the ability to access, analyze, evaluate, and use media and information, into the science curriculum framework when that framework is next revised. Additionally, pursuant to Education Code 33548, as amended by AB 2876 (Ch. 927, Statutes of 2024), IQC is required to consider (1) including media literacy content and artificial intelligence (AI) literacy in its criteria for evaluating instructional materials, and (2) incorporating AI literacy content into the science curriculum framework when that framework is next revised.

The ~~district's~~Board shall adopt academic standards for science ~~instruction shall~~that meet or exceed the California Next Generation Science Standards (CA-NGSS)~~.~~) and describe the knowledge and skills students are expected to possess at each grade level, with an instructional focus on understanding the process of science, the fundamental ideas within each discipline of science, and underlying themes that are common to all sciences. The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Education Code 52060 requires that the district's local control and accountability plan include goals related to, among other things, student achievement ~~(including~~, student access to and enrollment in a broad course of study~~)~~, and the implementation of ~~SBE~~State Board of Education-adopted academic content and performance standards.

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

CSBA NOTE: The Los Angeles County Office of Education (LACOE) has developed a Strategic Science Teaching website that integrates literature and the 5E Learning Cycle, an inquiry-based learning cycle, to provide guidance regarding the delivery of integrated science instruction. It is recommended that districts stay apprised of future resources from LACOE related to curriculum-embedded performance tasks aligned with the Next Generation Science Standards.

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

CSBA NOTE: The following paragraph is for use by districts that offer science laboratory classes and may be modified to reflect district practice. For further information about safety practices in

school science laboratories, see the CDE's comprehensive , "Science Safety Handbook for California Public Schools: ," and AR 5142 - Safety. Additional resources are available on CDE's "Science Safety" website.

Pursuant to 8 CCR 5191, whenever a school laboratory uses hazardous chemicals, it is required to have a written chemical hygiene plan to protect employees. See BP/AR 3514.1 - Hazardous Substances. In addition, Education Code 49340-49341 encourage educational efforts to increase student and staff awareness dealing with hazardous materials in school laboratories in order to minimize injuries, loss of property, and classroom disruptions.

The Superintendent or designee shall develop and implement appropriate safety measures for science laboratory classes in accordance with Administrative Regulation 5142 - Safety, including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms for their child's participation.

CSBA NOTE: The following optional paragraph should be revised to reflect measures that will be used to evaluate program effectiveness as agreed upon by the Board and Superintendent or designee.

Pursuant to Education Code 60640, the California Assessment of Student Performance and Progress includes administration of science assessments at grades 5, 8, and 10. ~~The California Standards Tests are to be used for this purpose until a science assessment that is aligned with the CA-NGSS is adopted.~~ Students with disabilities who are unable to participate in the science assessments, even with allowable testing variations and resources, ~~must~~may be administered ~~either~~ the California ~~Modified Assessment or California~~ Alternate ~~Performance~~ Assessment in accordance with their individualized education program. See AR 6162.51 - State Academic Achievement Tests.

The Superintendent or designee shall regularly report to the Board regarding the implementation and effectiveness of the science curriculum at each grade level. At a minimum, each report shall address the extent to which the program is aligned with the CA-NGSS, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

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State	Description

5 CCR 14030	Preliminary procedure, planning and approval of school facilities
8 CCR 5191	Chemical hygiene plan
Ed. Code 32030-32034	Eye safety
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 33475-33475.5	Model curriculum on stem cell science
Ed. Code 33548	Media and artificial intelligence literacy
Ed. Code 49340-49341	Hazardous substances education
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51210.3	Elementary science coach
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51225.3	High school graduation requirements
Ed. Code ~~52060~~52059.5-52077	Local control and accountability plan
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Ed. Code 8774	Residential outdoor science program
Management Resources ~~California Department of Education Publication~~	**Description** ~~Next Generation Science Standards Systems Implementation Plan for California, 2014~~
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014 (https://sst.lacoe.edu/resources/science-safety.html)
California Department of Education Publication	California Next Generation Science Standards, 2013 (https://www.cde.ca.gov/ci/pl/ngssstandards.asp)
California Department of Education Publication	Science Framework for California Public Schools: Kindergarten Through Grade 12, 2016 (https://www.cde.ca.gov/ci/sc/cf/cascienceframework2016.asp)
CSBA Publication	Supporting Implementation of the California Next Generation Science Standards (CA-NGSS), Governance Brief, November 2016 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/201611GB-NGSSImplementation.ashx?la=en)
CSBA Publication	Supporting STEM Access, Equity, and Effectiveness: Professional Learning is Essential to Next Generation Science Standards Implementation, October 2020

	(https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/G-Brief-STEM-ProDev-Oct2020.ashx?la=en&rev=d5b90a8ba0a6473a93c0f609ad27ad21)
CSBA Publication	Supporting STEM Access, Equity, and Effectiveness: The Path to Full Implementation of the California Next Generation Science Standards, October 2018 (https://csba.org/-/media/94E867EB7CB5476B86843E37F8D9C258.ashx)
CSBA Publication	Supporting STEM Access, Equity, and Effectiveness: Equitable Access to Rigorous STEAM Coursework, October 2018 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2018GovBriefSTEM2.ashx?la=en&rev=9ed1a99a8bd74a55a8cfc2538cf51138)
Website	Strategic Science Teaching, Grades K-12: A Sampler of Science Lessons Connecting Literature with the California Standards (https://sst.lacoe.edu/)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, STEM Education
Website	California Science Teachers Association
Website	California Alliance for Next Generation Science Standards
Website	California Department of Education
Website	Los Angeles County Office of Education, Introduction to Strategic Science Teaching (SST) (https://sst.lacoe.edu/)
Website	CSBA

Cross References

Code	Description
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Pla

0500	Accountability
3511	Energy And Water Management
3511	Energy And Water Management
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514.1	Hazardous Substances
3514.1	Hazardous Substances
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4131	Staff Development
4157	Employee Safety
4157	Employee Safety
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4257	Employee Safety
4257	Employee Safety
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4331	Staff Development
4357	Employee Safety
4357	Employee Safety
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5142	Safety
5142	Safety
5145.8	Refusal To Harm Or Destroy Animals

5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6141.4	International Baccalaureate Program
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.5	Environmental Education
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6179	Supplemental Instruction

Policy 6142.94: History-Social Science Instruction

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** ~~10~~03/01/~~2016~~2025 | **Last Reviewed Date:** ~~10~~03/01/~~2016~~2025

CSBA NOTE: The following optional policy may be revised to reflect district practice.

Education Code 51210 and 51220 require that social ~~studies~~sciences be included in the course of study offered in grades 1-12, including age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology. For specific topics that must be included in the history-social science curriculum, see AR 6143 - Courses of Study.

~~In addition~~Additionally, to meet high school graduation requirements, Education Code 51225.3 requires completion of three courses of social studies ~~to meet high school graduation requirements;~~; a one-semester course in ethnic studies beginning with students graduating in the 2029-30 school year; and, as amended by AB 2927 (Ch. 37, Statutes of 2024), a separate, stand-alone one-semester course in personal finance beginning with students graduating in the 2030–31 school year. For more information regarding high school graduation requirements, see BP 6146.1 - High School Graduation Requirements.

The Governing Board believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future~~.~~, as well as to establish a foundation for the appreciation of different ethnicities, the wise use of natural resources, and the responsible management of personal finance. The district's history-social science education program shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

CSBA NOTE: The State Board of Education (SBE) has adopted state content standards for history-social science which cover grades K-12, with the exception of grade 9 which, in current California practice, is traditionally the year in which students choose a history-social science elective. In addition to core content knowledge, the standards describe intellectual, reasoning, reflection, and research skills that should be learned through the content standards for grade ranges K-5, 6-8, and 9-12.

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills students are expected to possess at each grade level.

CSBA NOTE: The History-Social Science Framework for California Public Schools, adopted by ~~the~~ SBE on July 14, 2016, reflects the state content standards as well as the California Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects and the California English Language Development Standards. The updated framework includes greater emphasis on literacy skills (i.e., reading, writing, speaking, listening, and other language skills) required for college and career readiness.

Pursuant to Education Code ~~33540, 51008, 51226.3, and 51284, the SBE added specified topics to the updated curriculum framework, including, but not limited to, financial literacy, voter education, genocide, and the contributions of lesbian, gay, bisexual, and transgender Americans and the disabled. Education Code 51226.7, as added by AB 2016 (Ch. 327, Statutes of 2016), requires the SBE to adopt a model curriculum in ethnic studies by March 31, 2020 and encourages districts to offer an elective course in ethnic studies based on that model curriculum, when available, in at least one grade level during grades 9-12.~~33548, the Instructional Quality Commission (IQC) is required to consider incorporating media literacy content, which encompasses the foundational skills that lead to digital citizenship including the ability to access, analyze, evaluate, and use media and information, into the history-social science curriculum framework when that framework is next revised. Additionally, pursuant to Education Code 33548, as amended by AB 2876 (Ch. 927, Statutes of 2024), IQC is required to consider (1) including media literacy content and artificial intelligence (AI) literacy in its criteria for evaluating instructional materials, and (2) incorporating AI literacy content into the history-social science curriculum framework when that framework is next revised.

Pursuant to Education Code 51226.3, as amended by AB 1821 (Ch. 658, Statutes of 2024), when SBE adopts new history-social science instructional materials, IQC is required to consider including (1) content on the treatment and perspectives of Native Americans during the periods of the Spanish colonization of California and the Gold Rush Era, and (2) content on the case of *Westminster School District of Orange County v. Mendez*, which prohibited school segregation in California in 1947. Additionally, pursuant to Education Code 51226.3, IQC is required to consider including the historical, social, economic, and political contributions of Asian Americans, Native Hawaiians, and Pacific Islanders in the United States and give examples of racism, discrimination, and violence perpetrated against these groups, in its next revision of the history-social science curriculum framework, related evaluation criteria, and accompanying instructional materials.

Pursuant to Education Code 51225.32, as added by AB 2927, SBE is required to, on or before May 31, 2026, adopt a curriculum guide and resources for a separate, stand-alone one-semester course in personal finance based on IQC's recommendation. If SBE has not adopted a curriculum guide and resources by May 31, 2026, districts are required to locally develop, for approval by the Governing Board, curriculum and resources to offer a separate, stand-alone one-semester course in personal finance that meets the requirements of Education Code 51225.3.

Districts may find curricula and curriculum guides on the California Department of Education's Model Curricula and Curriculum Guides webpage, which currently includes materials related to personal finance, Cambodian American studies, Hmong history and cultural studies, Vietnamese

American experiences, Native American studies, ethnic studies, Cesar Chavez, and human rights and genocide.

The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with the district standards and consistent with the state's curriculum framework for history-social science. The curriculum shall be designed to develop students' core knowledge in history and social science and their skills in chronological and spatial thinking, research, and historical interpretation. History-social science instruction shall also include an explicit focus on developing students' literacy in reading, writing, speaking, listening, and other language skills.

CSBA NOTE: Instructional materials that will be used by the district must be adopted by the ~~Governing~~ Board in accordance with Education Code 60200-~~60206~~60213 for grades K-8 and Education Code 60400-60411 for grades 9-12.

Education Code 60119 requires the Board to hold a public hearing on the sufficiency of standards-aligned instructional materials in certain subjects, including history-social science; see BP 6161.1 - Selection and Evaluation of Instructional Materials.

The state content standards for history-social science encourage schools to use supplementary materials as provided in the following paragraph.

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. ~~In addition~~Additionally, teachers are encouraged to supplement the curriculum, in accordance with Board Policy 6161.11 – Supplementary Instructional Materials, by using biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

CSBA NOTE: The following paragraph is optional. Education Code 51221.3, 51221.4, and 51226.3 encourage the use of personal testimony (i.e., oral histories, videos, or other multimedia formats) during instruction on certain topics, including World War II, the Vietnam War, the Korean War, the Bracero program, human rights, the Holocaust, genocide, and violence awareness and prevention. Oral history related to World War II and the Vietnam War is required to meet certain standards specified below. Pursuant to Education Code 51221.3 and 51226.3, oral history presented on other topics is encouraged, but not required, to meet similar standards.

Personal testimony from persons who can provide first-hand accounts of significant historical events is encouraged and may be provided through oral histories, videos, or other multimedia formats. If oral history is used for instruction related to the role of Americans in World War II or the Vietnam War, such testimony shall exemplify the personal sacrifice and courage of the wide range of ordinary citizens who were called upon to participate in the war, provide views and comments concerning reasons for participating in the war, and provide commentary on the aftermath of the war in Eastern Europe and the former Soviet Union. (Education Code 51221.3, 51221.4)

CSBA NOTE: The following paragraph applies to districts that serve students in grades 9-12. Pursuant to Education Code 49110.5, all public high schools are required to observe the week that includes April 28 as "Workplace Readiness Week" by providing information to students on their rights as workers, including specified topics. For students in grades 11 and 12, the "Workplace

Readiness Week" observances are required to be integrated into the regular school program, consistent with the history-social science framework, but may also include special events after regular school hours. This integration is encouraged, but not required, to occur during "Workplace Readiness Week."

District high schools shall annually observe, during the week that includes April 28, "Workplace Readiness Week" by providing information to students on their rights as workers, including topics specified in Education Code 49110.5. For students in grades 11 and 12, the "Workplace Readiness Week" observances shall be integrated into the regular school program, consistent with the history-social science framework. (Education Code 49110.5)

CSBA NOTE: Education Code 99200-~~99206~~99204 establish the California History-Social Science Project, a statewide professional development project designed to develop and enhance teachers' knowledge and instructional strategies to improve student achievement in history-social science. ~~Professional~~

Education Code 51221.1, as added by SB 1277 (Ch. 890, Statutes of 2024), establishes the California Teachers Collaborative for Holocaust and Genocide Education, a statewide professional development program to (1) ensure that genocide, including Holocaust, education is taught in interdisciplinary and age-appropriate ways, and (2) identify and confront antisemitism and hate in modern society.

Additionally, professional development resources ~~also~~ may be located through state and national professional associations, such as the California Council for the Social Studies or the National Council for History Education.

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

CSBA NOTE: The following optional paragraph should be revised to reflect ~~indictors~~indicators that will be used to evaluate program effectiveness as agreed upon by the Board and Superintendent or designee.

The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

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State	Description
Ed. Code 33540	~~Standards for government and civics instruction~~History-social science framework course requirements
Ed. Code 33540.2	Model curriculum related to Vietnamese American refugee experience
Ed. Code 33540.4	Model curriculum related to Cambodian American history and heritage
Ed. Code 33540.6	Model curriculum related to Hmong history and cultural studies
Ed. Code 33548	Media literacy and artificial intelligence literacy curriculum frameworks
Ed. Code 49110.5	Workplace readiness week
Ed. Code 51008-51009	Instruction on farm labor movement
Ed. Code 51204	Course of study designed for student's needs
Ed. Code 51204.5	History of California; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51220.2	Instruction in legal system; teen or peer court programs
Ed. Code 51221	Social science course of study; inclusion of instruction in use of natural resources
Ed. Code 51221.1	California Teachers Collaborative for Holocaust and Genocide Education
Ed. Code 51221.3-51221.4	Instruction on World War II and Vietnam War; use of oral histories
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.32	Personal finance course; curriculum guide and resources
Ed. Code 51226.3	Instruction on civil rights, human rights violations, genocide, slavery, and the Holocaust~~, and deportation to Mexico~~
Ed. Code 51226.7	Model curriculum in ethnic studies
Ed. Code 60040-60051	Criteria for instructional materials
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60200-~~60206~~60213	Instructional materials; grades K-8

Ed. Code 60400-60411	Instructional materials; high schools
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Ed. Code 99200-~~99206~~99204	Subject matter projects

Management Resources	**Description**
California Department of Education Publication	California English Language Development Standards, 2012 (https://www.cde.ca.gov/sp/ml/eldstandards.asp)
California Department of Education Publication	Model Curriculum for Human Rights and Genocide, 2000 (https://www.cde.ca.gov/ci/cr/cf/modelcurriculumprojects.asp)
California Department of Education Publication	Ethnic Studies Model Curriculum, 2020 (https://www.cde.ca.gov/ci/cr/cf/modelcurriculumprojects.asp)
California Department of Education Publication	Personal Finance Curriculum Guide, 2024 (https://www.cde.ca.gov/ci/cr/cf/modelcurriculumprojects.asp)
California Department of Education Publication	Southeast Asia Model Curricula, 2024 (https://www.cde.ca.gov/ci/cr/cf/modelcurriculumprojects.asp)
California Department of Education Publication	César E. Chávez Model Curriculum (https://www.cde.ca.gov/ci/cr/cf/modelcurriculumprojects.asp)
California Department of Education Publication	Common Core State Standards for English Language Arts and Literacy in History-Social Studies, Science, and Technical Subjects, 2013 (https://www.cde.ca.gov/re/cc/literacyresources.asp)
California Department of Education Publication	History-Social Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998 (https://www.cde.ca.gov/be/st/ss/documents/histsocscistnd.pdf)
California Department of Education Publication	History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve, 2016 (https://www.cde.ca.gov/ci/hs/cf/hssframework.asp)
National Council for the ~~SocialStudies~~Social Studies Publication	College, Career, and Civic Life (C3) Framework for Social Studies State Standards, 2013 (https://www.socialstudies.org/standards/c3)

Court Decision	Westminster School District of Orange County v. Mendez (1947) 161 F.2d 774
Website	CSBA District and County Office of Education Legal Services
Website	National Association for Multicultural Education
Website	National Council for History Education
Website	California Council for History Education
Website	California History-Social Science Course Models
Website	California Humanities
Website	California Subject Matter Project
Website	California Council for the Social Studies
Website	National Council for the Social Studies
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0500	Accountability
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
4131	Staff Development
5145.9	Hate-Motivated Behavior
6011	Academic Standards
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs

6142.2	World Language Instruction
6142.2	World Language Instruction
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.91	Reading/Language Arts Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6146.1	High School Graduation Requirements
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6179	Supplemental Instruction
9000	Role Of The Board

Policy 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 03/01/2003 | **Last Revised Date:** ~~07~~03/01/~~2020~~2025 | **Last Reviewed Date:** ~~07~~03/01/~~2020~~2025

CSBA NOTE: The following Board policy and the accompanying **mandated** administrative regulation should be revised for consistency with the policies and regulations of the Special Education Local Plan Area in which the district participates.

The Governing Board desires to provide full educational opportunities to all students with ~~disabilities.~~ exceptional needs. Students with ~~disabilities~~exceptional needs shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with ~~disabilities~~exceptional needs, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school

2. Students who are placed by the district in a nonpublic, nonsectarian school

3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

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State	Description

5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3040-3043	Instructional planning and the individualized education program
5 CCR 3051-3053	Implementation of the individualized education program
5 CCR 853-853.5	State assessments; accommodations
Ed. Code 46392	Emergencies
Ed. Code 48853.5	Students in foster care
Ed. Code 51225.3	High school graduation requirements
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56040.6	Deaf and hard of hearing supports
Ed. Code 56043	Transition plans
Ed. Code 56049.1	Data related to least restrictive environment
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education
Ed. Code 56136	Guidelines for low incidence disabilities areas
Ed. Code 56195.8	Adoption of policies
Ed. Code 56321	Notice of parental rights; consent of parents
Ed. Code 56321.5	Notice to include right to electronically record
Ed. Code 56340.1-56347	Instructional planning and individualized education program
Ed. Code 56348	IEP template translations
Ed. Code 56350-56354	IEP for visually impaired students
Ed. Code 56380	IEP reviews; notice of right to request
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 56471	Workability programs
Ed. Code 56500-56509	Procedural safeguards
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Ed. Code 60900.1	English language and special education reporting
Ed. Code 60900.2	Graduation rates for students with exceptional needs
Fam. Code 6500-6502	Age of majority
Gov. Code 7572.5	Seriously emotionally disturbed child; expanded IEP team
W&I Code 300	Minors subject to jurisdiction

W&I Code 601	Minors habitually disobedient
W&I Code 602	Minors violating law; ward of court
Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
Management Resources	**Description**
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 157 (2002)
California Department of Education Publications	California Practitioners' Guide for Educating English Learners with Disabilities, July 2019 (https://www.cde.ca.gov/SP/se/ac/documents/ab2785guide.pdf)
California Department of Education Publications	Frequently Asked Questions: Promotion, Retention, and Grading (Students with ~~Disabilities~~disabilities) (https://www.cde.ca.gov/sp/se/sr/promoretntn.asp)
U.S. Department of Education Publication	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022 (https://www.ed.gov/sites/ed/files/about/offices/list/ocr/docs/504-discipline-guidance.pdf)
U.S. Department of Education, Office of Special Education and Rehabilitative Services and Office of Educational Technology Publication	Dear Colleague Letter on the Provision of Assistive Technology Devices and Services for Children with Disabilities under the Individuals with Disabilities Education Act, January 22, 2024 (https://sites.ed.gov/idea/idea-files/dcl-assistive-technology-jan-22-2024/)
Court Decision	Capistrano Unified School District v. S.W. and C.W. (9th Cir. 2021) 21 F.4th 1125
Court Decision	Endrew F. v. Douglas County School District Re-1, 137 S. Ct. 988
Court Decision	~~Marshall v. Monrovia~~Los Angeles Unified School District v. A.O. (9th ~~Circuit, 2010) 327 f.3d 773~~Cir. 2024) 92 F.4th 1159
Court Decision	Marshall v. Monrovia Unified School District (9th ~~Circuit,~~Cir. 2010) 327 ~~f~~F.3d 773

Court Decision	Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Court Decision	Schaffer v. Weast (2005) 125 S. Ct. 528
Court Decision	Shapiro v. Paradise Valley Unified School District, No. 69 (9th ~~Circuit~~,Cir. 2003) 317 F.3d 1072
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	U.S. Department of Education, Office of Educational Technology (https://tech.ed.gov/)
Website	California Department of Education

Cross References

Code	Description
0200	Goals For The School District
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3250	Transportation Fees
3250	Transportation Fees
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3555	Nutrition Program Compliance

3555-E(1)	Nutrition Program Compliance
4112.23	Special Education Staff
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.8	Mobile Communication Devices
5131.9	Academic Honesty
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6112	School Day
6112	School Day

6117	Year-Round Schedules
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6151	Class Size
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.5	Student Assessment

6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6174	Education For English Learners
6174	Education For English Learners
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning

6178.1	Work-Based Learning
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Regulation 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** ~~07~~03/01/~~2020~~2025 | **Last Reviewed Date:** ~~07~~03/01/~~2020~~2025

CSBA NOTE: The following **mandated** administrative regulation reflects the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818), and conforming state legislation. Note that in cases where state law provides greater protections, state law supersedes federal law.

Pursuant to Education Code 56302.5, the term "assessment" as used in state law has the same meaning as "evaluation" provided in 20 USC 1414. The following administrative regulation uses the terms interchangeably.

In *Capistrano Unified School District v. S.W. and C.W.*, the Ninth Circuit Court of Appeals held that when a student is enrolled in private school by the student's parents/guardians, the district only needs to prepare an individualized education program (IEP) if the parents/guardians ask for one, regardless of whether a claim for reimbursement has been filed.

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a ~~disability~~an exceptional need within district jurisdiction. The IEP shall be a written statement that is developed, reviewed, and revised by the IEP team to meet the unique educational needs of a student with a ~~disability.~~an exceptional need. (Education Code 56344, 56345; 34 CFR 300.320, 300.323)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, the IEP team for any student with a ~~disability~~an exceptional need shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414; 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

CSBA NOTE: Education Code 56055 provides that a foster parent, to the extent permitted by federal law, shall have the same rights relative to the foster child's education as a parent/guardian. Education Code 56055 clarifies that this right applies only when the juvenile court has limited the right of a parent/guardian to make educational decisions on the student's behalf and the student has been placed in a planned permanent living arrangement. Education Code 56055 defines "foster parent" as a licensed person, relative caretaker, or nonrelative extended family member.

Because the rights granted to parents/guardians under the IDEA (20 USC 1400-1482) are often

complex, it is recommended that the district consult CSBA's District and County Office of Education Legal Services or district legal counsel ~~should be consulted~~, as appropriate.

To the extent permitted by federal law, a foster parent shall have the same rights relative to a foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the general education program, at least one of the student's general education teachers designated by the Superintendent or designee to represent the student's general education teachers

   The general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414; 34 CFR 300.324)

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

   a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with ~~disabilities~~ exceptional needs

   b. Knowledgeable about the general education curriculum

   c. Knowledgeable about the availability of district resources

5. An individual who can interpret the instructional implications of assessment results

   This individual may already be a member of the team as described in ~~items~~Items #2-4 above or in ~~item~~Item #6 below.

CSBA NOTE: Pursuant to Education Code 56341 and 34 CFR 300.321, the determination as to whether an individual identified in ~~item~~Item #6 below has "knowledge or special expertise" ~~must~~is required to be made by the party (either the district or parent/guardian) who invites the individual to the IEP team meeting.

~~An Attorney General opinion (~~In 85 Ops.Cal.Atty.Gen. 157 (2002)~~) concluded~~) the Attorney General opined that members of the media may not attend an IEP team meeting as observers even though the parents/guardians have consented to such attendance. The Attorney General based this

decision on the fact that the media would be "observers," not a "person with knowledge or expertise," as detailed below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

   The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student ~~with a disability~~

   In the development, review, or revision of the IEP, the student shall be allowed to provide confidential input to any representative of the IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

   In accordance with 34 CFR 300.310, at least one team member other than the student's general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in the student's learning environment, including in the ~~regular~~general education classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend the IEP team ~~meetings.~~meeting (Education Code 56341.2)

2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist the student in reaching the goals, the following individuals shall be invited to attend: (34 CFR 300.321)

   a. The student, regardless of the student's age

      If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

b. To the extent appropriate, and with the consent of the parent/guardian or adult student, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56043, 56341; 20 USC 1414; 34 CFR 300.321)

Contents of the IEP

CSBA NOTE: Education Code 56348, as added by SB 445 (Ch. 906, Statutes of 2024), provides for the creation, by the California Collaborative for Educational Excellence, of a state standardized IEP template, which, by the earlier of January 1, 2027, or 18 months after the final draft of the IEP template is converted to a digital platform, is required to be translated into the 10 most commonly spoken languages used across California other than English and made available on the California Department of Education's (CDE) website, with notification to districts of their availability.

The IEP shall include, but not be limited to, all of the following: (Education Code 56345, 56345.1; 20 USC 1414; 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

   a. The manner in which the ~~disability~~exceptional need affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for ~~nondisabled students~~) a student without exceptional needs)

   b. For a preschool student, as appropriate, the manner in which the ~~disability~~exceptional need affects the student's participation in appropriate activities

c. For a student with ~~a disability~~an exceptional need who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

CSBA NOTE: Education Code 56345 requires a statement of a student's academic and functional goals, as specified below, and expresses legislative recognition that, although some students with ~~disabilities~~exceptional needs may not meet the growth projected in the annual goals and objectives, districts ~~must~~are required to make a good faith effort to assist them in achieving the goals in their IEP.

2. A statement of measurable annual goals, including academic and functional goals, designed to:

   a. Meet the student's needs that result from ~~the disability~~an exceptional need in order to enable the student to be involved in and make progress in the general education curriculum

   b. Meet each of the student's other educational needs that result from the ~~disability~~ exceptional need

3. A description of the manner in which the student's progress toward meeting the annual goals described in ~~item~~Item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

   a. Advance appropriately toward attaining the annual goals

   b. Be involved and make progress in the general education curriculum in accordance with ~~item~~Item #1 above and to participate in extracurricular and other nonacademic activities

   c. Be educated and participate with other students with ~~disabilities~~exceptional needs and ~~nondisabled~~ students without exceptional needs in the activities described in the IEP

5. An explanation of the extent, if any, to which the student will not participate with ~~nondisabled~~ students without exceptional needs in the regular class and in extracurricular and other nonacademic activities described in the IEP

CSBA NOTE: Pursuant to 20 USC 1412, students with ~~disabilities~~ ~~must~~exceptional needs are required to be included in state and district assessments, with appropriate accommodations. However, with respect to such assessments, exceptions exist. For example, pursuant to Education Code 60640, a student with ~~disabilities~~exceptional needs who is unable to participate in state achievement tests even with accommodations shall be given an alternate assessment in accordance with the student's IEP. For specific program requirements, exceptions, waivers, and permitted accommodations concerning such state or districtwide assessments, see AR 6162.51 - State Academic Achievement Tests.

Education Code 56345 and 34 CFR 300.320 require a description of the individual accommodations that will be used by the student and, if the student will not participate in the regular assessment, a statement as to the reason for that determination and what alternate assessment will be provided.

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

   If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP ~~also~~ shall also include a statement of the reason that the student cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate.

CSBA NOTE: In *Los Angeles Unified School District v. A.O.*, the Ninth Circuit Court of Appeals held that the district violated IDEA by failing to specify the frequency and duration of proposed services. The district's plan to provide speech therapy for 30 minutes per week in one to 10 sessions and audiology services for 20 minutes per month in one to five sessions "fell short of the IDEA because it failed to specify clearly the frequency and duration of offered services" as required by law.

7. The projected date for the beginning of the services and modifications described in ~~item~~Item #4 above and the anticipated frequency, location, and duration of those services and modifications

~~Beginning~~ CSBA NOTE: Commencing July 1, 2025, Education Code 56043, as amended by AB 438 (Ch. 901, Statutes of 2024), requires a student's IEP, if determined appropriate by a student's IEP team, to include measurable postsecondary goals and transition services beginning when the student starts high school or not later than the first IEP to be in effect when the student is 16 years of age~~,~~ or younger ~~if~~, as appropriate, and updated annually thereafter. Education Code 56471 provides grant funding to workability programs that provide instruction and experiences that reinforce core curriculum concepts and skills leading to gainful employment, which, as amended by SB 153 (Ch. 38, Statutes of 2024), is not available to nonpublic, nonsectarian schools.

8. If determined appropriate by the IEP team, when the student starts high school or not later than the first IEP to be in effect when the student is 16 years of age, or younger, and

updated annually thereafter, the following:

a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

b. The transition services, including courses of study, needed to assist the student in reaching those goals

CSBA NOTE: Education Code 56345~~, as amended by SB 98 (Ch. 24, Statutes of 2020),~~ requires that the following component be addressed in the development of a new IEP or at the next regularly scheduled review of an existing IEP.

9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days~~.~~

   The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year services.

10. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of the rights, if any, that will transfer to the student upon reaching age 18, pursuant to Education Code 56041.5

11. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

12. For a student whose native language is not English, linguistically appropriate goals, objectives, programs, and services

13. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

14. If the student is to be transferred from a special class or nonpublic, nonsectarian school into a general education program in a public school for any part of the school day, provision for transition into the general education program including descriptions of activities intended to:

    a. Integrate the student into the general education program, including the nature of each activity and the time spent on the activity each day or week

b. Support the transition of the student from the special education program into the general education program

15. For a student with low incidence disabilities, specialized services, materials, and equipment consistent with the guidelines pursuant to Education Code 56136

CSBA NOTE: Education Code 56353~~, as added by AB 947 (Ch. 778, Statutes of 2019),~~ authorizes, but does not require, districts to consider elements of the expanded core curriculum, as defined, when developing an IEP for a student who is blind, has low vision, or is visually impaired.

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education; assistive technology, including optical devices; independent living skills; recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school. (Education Code 56353)

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56043, 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56040.6, 56341.1, 56345; 20 USC 1414; 34 CFR 300.324)

1. The strengths of the student

2. The concerns of the parents/guardians for enhancing the education of their child

3. The results of the initial or most recent assessment of the student

4. The academic, developmental, and functional needs of the student

CSBA NOTE: The U.S. Department of Education's (USDOE) guidance, "Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973," provides guidance regarding schools' obligations to meet the needs of students with behavior based in an exceptional need and other steps schools are required to take to avoid discrimination on the basis of an exceptional need when disciplining students with exceptional needs.

5. In the case of a student whose behavior impedes the student's learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

   However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, needs, and appropriate reading and writing media, including an assessment of future needs for instruction in Braille or the use of Braille.

CSBA NOTE: Pursuant to Education Code 56040.6, as added by AB 1938 (Ch. 903, Statutes of 2024), IEP teams, when determining the least restrictive environment for a deaf, hard of hearing, or deaf-blind student, are required to consider the language needs of the student, and to consider reviewing placements and services available to the student, as specified. Additionally, by July 1, 2025, CDE is required to communicate these requirements to districts.

8. The communication needs of the student and, in the case of a student who is deaf ~~or~~, hard of hearing, or deaf-blind, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

   The team shall also consider ~~the~~placements, related services, and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services, including artificial intelligence devices and services

If, in considering the special factors in ~~items~~Items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education ~~services~~ and related services are made available to the student in accordance with the IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

CSBA NOTE: Education Code 56354~~, as added by AB 947,~~ establishes requirements for orientation and mobility evaluations conducted for students who are blind, have low vision, or are visually impaired. Such services are used to teach individuals how to navigate around their home, school, and community. If the district chooses to prohibit orientation and mobility specialists from using their vehicles to transport students to and from orientation and mobility instruction, the district must provide transportation for that purpose.

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

CSBA NOTE: Pursuant to Education Code 56041.1, an IEP team ~~must~~is required to consider whether a student with ~~disabilities~~exceptional need needs assistive technology devices or services, defined in 20 USC 1401 as any item, piece of equipment, or product system that is used to increase, maintain, or improve functional capabilities of a student with ~~a disability.~~ an exceptional needs. See ~~the section on~~ "Development of the IEP" above.

~~As added by AB 605 (Ch. 228, Statutes of 2019),~~

Education Code 56040.3 requires a district to provide the use of school-purchased assistive technology devices in a student's home or other settings if the student's IEP team determines that

the student needs access to the devices in order to receive free appropriate public education (FAPE), consistent with 34 CFR 300.105. It also requires the district to provide continued access to assistive technology devices, for two months or until alternative arrangements can be made, whichever comes first, to a student who transfers out of the district.

USDOE's January 2024, "Dear Colleague Letter on the Provision of Assistive Technology Devices and Services for Children with Disabilities under the Individuals with Disabilities Education Act," provides guidance to support children with exceptional needs who need assistive technology devices and services for meaningful access and engagement in education.

If a student's IEP requires the provision of assistive technology devices or services, including artificial intelligence services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices or services in the student's home or other settings if the IEP team determines that the student needs access to those devices or services in order to receive FAPE. If a student who requires the use of an assistive technology device or services transfers to another local educational agency, the district shall provide the student with continued access to that device or services or a comparable device or service for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Review and Revision of the IEP

CSBA NOTE: Education Code 56043 and 56380 **mandate** the district to maintain procedures to ensure that the IEP team reviews the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and, as appropriate, revises the IEP to address the conditions specified below.

Pursuant to Education Code 60900.2, as added by AB 1340 (Ch. 576, Statutes of 2024), CDE is required to include a report on its website that allows the public to view statewide-level four- and five-year cohort graduation rates for students with exceptional needs, disaggregated by disability or disabilities, as specified in 34 CFR 300.8.

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414; 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved

2. Revise the IEP, as appropriate, to address:

   a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate

   b. The results of any reassessment conducted pursuant to Education Code 56381

c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305 and Education Code 56381

d. The student's anticipated needs

e. Any other relevant matter

3. Consider the special factors listed in ~~items~~Items #5-9 above, under "Development of the IEP", when reviewing the IEP of any student with ~~a disability~~an exceptional need to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

CSBA NOTE: Education Code 56195.8 **mandates** that the district's policy set forth procedures and timelines for the review of a classroom assignment of a student with ~~a disability~~an exceptional need when so requested by a general education or special education teacher. Education Code 56195.8 does not state a specific deadline for the review. The following paragraph provides a timeline of 20 days for reviewing the request and 30 days for convening an IEP team meeting. The district should revise this timeline to be consistent with district practice and the policies and regulations of the Special Education Local Plan Area (SELPA) in which the district participates and should specify the title of the individual responsible for the review, rather than "Superintendent or designee."

A regular education or special education teacher may request a review of the classroom assignment of a student with ~~a disability~~an exceptional need by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414; 34 CFR 300.324)

~~CSBA NOTE:~~ CSBA NOTE: Pursuant to Education Code 48853.5 for a foster youth who is a student with exceptional needs, "school of origin" includes a placement in a nonpublic, nonsectarian school. Any nonsectarian school or agency serving a foster youth is required to agree in writing to be designated as the school of origin and to allow the foster youth to continue in the school.

Education Code 56157 specifies that when the district has placed a foster student in a nonpublic, nonsectarian school, the district ~~must~~is required to conduct an annual evaluation, as specified below. In addition, Education Code 56157 requires the nonpublic, nonsectarian school to report to the district regarding the educational progress made by the student.

Pursuant to Education Code 56049.1, CDE is required to publish data related to federal measures of least restrictive environment for students with exceptional needs on its website and include it as a resource on the California School Dashboard.

If a student with a ~~disability~~an exceptional need residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414; 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414; 34 CFR 300.324)

Audio Recording of IEP Team Meetings

CSBA NOTE: Pursuant to Education Code 56341.1, parents/guardians and the district may audio record an IEP team meeting subject to certain requirements as specified in the following section. Audio recordings made by a district, SELPA, or county office of education are subject to the federal Family Educational Rights and Privacy Act (20 USC 1232g) and the confidentiality requirements of 34 CFR 300.610-300.626.

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings

2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with ~~a disability~~an exceptional need are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them of:

    a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341

    b. The provision of Education Code 56341 relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

~~In addition~~Additionally, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with ~~a disability~~an exceptional need who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414, and 34 CFR 300.320

2. An indication that the student is invited to the IEP team meeting

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

The parent/guardian shall have the right and opportunity to examine all of the student's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting the student, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414; 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian to attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with ~~a disability~~an exceptional need a copy of the IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student pursuant to 20 USC 1414, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian. (Education Code 56346)

If the parent/guardian fails to respond or refuses to consent to the initiation of services, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. In such circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)

If the parent/guardian consents in writing to the receipt of special education and related services for the student but does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415. While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

CSBA NOTE: 34 CFR 300.300 authorizes a parent/guardian to revoke, at any time and in writing, consent for the continued provision of special education and related services to the student. Once this revocation has been received, the district need not convene an IEP team meeting or develop an IEP, but rather must promptly provide "prior written notice" and, within a reasonable period of time, discontinue all services to the student. For details regarding the contents of the prior written notice, see AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

In addition, 34 CFR 300.300 and Education Code 56346 specify that a district may not override the parent/guardian's revocation by filing for a due process hearing or requesting mediation in order to require that services be provided. In such a situation, the district shall be deemed to be in compliance with the requirement to make ~~free appropriate public education~~ (FAPE) available to the student and is under no obligation to convene an IEP team meeting or to develop an IEP for further provision of special education and related services to the student.

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

CSBA NOTE: The following paragraph is optional and should be modified to reflect district practice.

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services.

CSBA NOTE: Pursuant to 34 CFR 300.9, when a parent/guardian revokes consent for provision of special education services, the district is not required to amend the student's records to remove any reference to the student's prior receipt of special education services. In some circumstances, a student who is no longer receiving special education services may be eligible for accommodation under Section 504 of the Rehabilitation Act of 1973; see BP/AR 6164.6 - Identification and Education under Section 504. However, because the law is unclear, it is recommended that districts with questions ~~should~~ consult CSBA's District and County Office of Education Legal Services or legal counsel, as appropriate.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

CSBA NOTE: Education Code 56325 details the requirements for students transferring from districts within and outside of California, as specified below. Districts should be careful to comply with the time requirements, though in *Marshall v. Monrovia Unified School District*, the Ninth Circuit Court of Appeals ruled in favor of defendant, a school district, on the question of whether the district denied FAPE to a student with a ~~disability~~an exceptional need by not developing a valid IEP within 30 days of the student's transfer into the district. The court reasoned that the delay in developing the IEP was minimal and that the student did not suffer any deprivation of educational benefit.

To facilitate the transition of a student with a ~~disability~~an exceptional need who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including the IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same Special Education Local Plan Area (SELPA) during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless the student's parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP in consultation with the student's parent/guardian, for a period not to exceed 30 days. By the end of that period, the district shall either adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3040-3043	Instructional planning and the individualized education program
5 CCR 3051-3053	Implementation of the individualized education program
5 CCR 853-853.5	State assessments; accommodations
Ed. Code 46392	Emergencies
Ed. Code 48853.5	Students in foster care
Ed. Code 51225.3	High school graduation requirements
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56040.6	Deaf and hard of hearing supports
Ed. Code 56043	Transition plans
Ed. Code 56049.1	Data related to least restrictive environment
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education
Ed. Code 56136	Guidelines for low incidence disabilities areas
Ed. Code 56195.8	Adoption of policies
Ed. Code 56321	Notice of parental rights; consent of parents
Ed. Code 56321.5	Notice to include right to electronically record
Ed. Code 56340.1-56347	Instructional planning and individualized education program
Ed. Code 56348	IEP template translations
Ed. Code 56350-56354	IEP for visually impaired students
Ed. Code 56380	IEP reviews; notice of right to request
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 56471	Workability programs
Ed. Code 56500-56509	Procedural safeguards

Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Ed. Code 60900.1	English language and special education reporting
Ed. Code 60900.2	Graduation rates for students with exceptional needs
Fam. Code 6500-6502	Age of majority
Gov. Code 7572.5	Seriously emotionally disturbed child; expanded IEP team
W&I Code 300	Minors subject to jurisdiction
W&I Code 601	Minors habitually disobedient
W&I Code 602	Minors violating law; ward of court
Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
Management Resources	**Description**
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 157 (2002)
California Department of Education Publications	California Practitioners' Guide for Educating English Learners with Disabilities, July 2019 (https://www.cde.ca.gov/SP/se/ac/documents/ab2785guide.pdf)
California Department of Education Publications	Frequently Asked Questions: Promotion, Retention, and Grading (Students with ~~Disabilities~~disabilities) (https://www.cde.ca.gov/sp/se/sr/promoretntn.asp)
U.S. Department of Education Publication	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022 (https://www.ed.gov/sites/ed/files/about/offices/list/ocr/docs/504-discipline-guidance.pdf)
U.S. Department of Education, Office of Special Education and Rehabilitative Services and Office of Educational Technology Publication	Dear Colleague Letter on the Provision of Assistive Technology Devices and Services for Children with Disabilities under the Individuals with Disabilities Education Act, January 22, 2024 (https://sites.ed.gov/idea/idea-files/dcl-assistive-technology-jan-22-2024/)
Court Decision	Capistrano Unified School District v. S.W. and C.W. (9th Cir. 2021) 21 F.4th 1125

Court Decision	Endrew F. v. Douglas County School District Re-1, 137 S. Ct. 988
Court Decision	~~Marshall v. Monrovia~~Los Angeles Unified School District v. A.O. (9th ~~Circuit, 2010)~~ ~~327 f.3d 773~~Cir. 2024) 92 F.4th 1159
Court Decision	Marshall v. Monrovia Unified School District (9th ~~Circuit,~~Cir. 2010) 327 ~~f~~F.3d 773
Court Decision	Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Court Decision	Schaffer v. Weast (2005) 125 S. Ct. 528
Court Decision	Shapiro v. Paradise Valley Unified School District, No. 69 (9th ~~Circuit,~~Cir. 2003) 317 F.3d 1072
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	U.S. Department of Education, Office of Educational Technology (https://tech.ed.gov/)
Website	California Department of Education

Cross References

Code	Description
0200	Goals For The School District
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures

1312.3-E(2)	Uniform Complaint Procedures
3250	Transportation Fees
3250	Transportation Fees
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
4112.23	Special Education Staff
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.8	Mobile Communication Devices
5131.9	Academic Honesty
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs

5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6112	School Day
6112	School Day
6117	Year-Round Schedules
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6151	Class Size
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education

6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families

6174	Education For English Learners
6174	Education For English Learners
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education

Status: ADOPTED

Original Adopted Date: 06/01/1995 | **Last Revised Date:** ~~06~~03/01/~~2023~~2025 | **Last Reviewed Date:** ~~06~~03/01/~~2023~~2025

CSBA NOTE: Education Code 56195.8 **mandates** districts to adopt policies for the special education programs and services they operate, including nonpublic, nonsectarian services provided to students with ~~disabilities~~exceptional needs when no appropriate public education program is available to meet their special education needs. The nonpublic, nonsectarian school or agency (NPS/A) must be certified as meeting state standards pursuant to Education Code 56366 and 56366.1.

The following policy and accompanying administrative regulation should be revised to comply with the policies and regulations of the Special Education Local Plan Area in which the district operates.

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with ~~disabilities~~exceptional needs in accordance with law. When the district is unable to provide direct special education and/or related services to students with ~~disabilities~~exceptional needs, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

CSBA NOTE: Pursuant to Education Code 56366 and 56366.1, a district contracting with an NPS/A must verify that the NPS/A meets certification requirements. 5 CCR 3067 allows the district to request, in writing, that the California Department of Education (CDE) review the certification status of an NPS/A.

Education Code 56366.1 also requires districts to verify that the NPS/A provides staff training in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A's student population.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with ~~disabilities~~exceptional needs and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. ~~In addition, the~~

CSBA NOTE: Pursuant to Education Code 56366.1, an NPS/A that is certified or seeking certification is required to provide assurances to CDE that for any foster youth it serves, the NPS/A will serve as the school of origin of the foster youth and that the foster youth will be allowed to continue the foster youth's education in the school. For such purposes, "school of origin" includes placement in an NPS/A.]

Additionally, the Superintendent or designee, such as the district's liaison for foster youth, shall verify that for any student served by an NPS/A who is a foster youth, the NPS/A agrees to serve as the school of origin of the foster youth and allow the foster youth to continue the foster youth's education in the NPS/A in accordance with Education Code 56366.1.

The Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

CSBA NOTE: Pursuant to Education Code 56366.45, within 14 days of becoming aware of any change to the certification status of an NPS/A, the district is required to notify parents/guardians of district students who attend the NPS/A of the change in certification status and include in that notice, a copy of procedural safeguards.

Within 14 days of becoming aware of any change to the certification status of an NPS/A, including, but not limited to, receiving notification of a determination to suspend or revoke the certification of the NPS/A pursuant to Education Code 56366.4, the district shall notify, through email or regular mail, the parents/guardians of any district student who attends the NPS/A of the change in certification status, which includes a copy of procedural safeguards. The district shall maintain a record of such notice and make the notice available for inspection upon request by the California Department of Education. (Education Code 56366.45)

No district student with a ~~disability~~exceptional needs shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)

CSBA NOTE: Pursuant to Education Code 56365, students enrolled in an NPS/A are deemed to be enrolled in public schools for state apportionment purposes. Districts then pay to the NPS/A the full amount of the school tuition or, the agency fees for participating students pursuant to the contract.

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with ~~disabilities~~exceptional needs who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. (Education Code 56365)

In accordance with law, any student with ~~disabilities~~exceptional needs placed in an NPS/A shall have all the rights and protections to which students with ~~disabilities~~exceptional needs are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with ~~disabilities~~exceptional needs is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

~~CSBA NOTE: In a December 2022 Settlement Agreement between Davis Joint Unified School District and the U.S. Department of Education Office for Civil Rights, following an investigation into the use of seclusion and restraint at an NPS/A that the district contracted with, the district~~

~~was found to have denied students a free and appropriate public education (FAPE) because the district failed to ensure the NPS/A staff were knowledgeable about district policies, procedures, and practices regarding the use seclusion and restraint, failed to reevaluate students to determine if the repeated use of restraint and seclusion affected the receipt of FAPE, and failed to consider if any additional aids and services were appropriate in order to provide FAPE. See BP5131. 41 - Use of Seclusion and Restraint for additional information on the use of Seclusion and Restraint.~~

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

CSBA NOTE: The following optional paragraph may be modified to reflect district practice.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3001	Definitions
5 CCR 3051-3051.24	Special education; standards for related services and staff qualifications
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31-51225.32	Graduation exemption for students with exceptional needs
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney or advocate with conflict of interest
Ed. Code 56101	Waivers
Ed. Code 56163	Certification
Ed. Code 56168	Responsibility for education of student in hospital or health facility school

Ed. Code 56195.8	Adoption of policies
Ed. Code 56342.1	Individualized education program; placement
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56711	Computation of state aid
Ed. Code 56740-56743	Apportionments and reports
Ed. Code 56760	Annual budget plan; service proportions
Ed. Code 56775.5	Reimbursement of assessment and identification costs
Ed. Code 56836.20-56836.21	Special education funding; SELPA contracts with nonpublic nonsectarian schools
Fam. Code 7911-7912	Interstate compact on placement of children
Gov. Code 7570-7587	Interagency responsibilities for providing services to children with ~~disabilities~~exceptional needs
Gov. Code 7572.55	Seriously emotionally disturbed child; out-of-state placement
W&I Code 362.2	Out-of-home placement for IEP
W&I Code 727.1	Out-of-state placement of wards of court

Federal	**Description**
20 USC 1400-1487	Individuals with Disabilities Education Act
34 CFR 300.129-300.148	Children with disabilities in private schools

Management Resources	**Description**
Court Decision	Agostini v. Felton (1997) 521 U.S. 203, ~~117 S.Ct. 1997~~
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References

Code	**Description**
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0500	Accountability
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1431	Waivers
3541.2	Transportation For Students With Disabilities
3580	District Records
3580	District Records
4112.23	Special Education Staff
5125	Student Records
5125	Student Records
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education

6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families

Regulation 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education

Status: ADOPTED

Original Adopted Date: 06/01/1995 | **Last Revised Date:** ~~07~~03/01/~~2020~~2025 | **Last Reviewed Date:** ~~07~~03/01/~~2020~~2025

CSBA NOTE: The following administrative regulation may be revised to reflect district practice and the procedures of the Special Education Local Plan Area in which the district participates.

Master Contract

CSBA NOTE: Education Code 56366 details the provisions that must be included in a master contract with nonpublic, nonsectarian schools or agencies (NPS/As) for the purpose of special education services.

Every master contract between the district and a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial agreements for providing special education and designated instruction and services. The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)

1. Student-teacher ratios

2. Transportation specified in a student's individualized education program (IEP)

   The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.

3. Procedures for recordkeeping and documentation

4. The maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student

5. An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP

6. A description of the process to be utilized by the district to oversee and evaluate placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress

7. Procedures and responsibilities for attendance and unexcused absences

8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and

insurance requirements

9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

Placement and Services

For any student to be placed in an NPS/A, the Superintendent or designee shall develop an individual services agreement based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

At least once each year, the district shall: (Education Code 56366)

CSBA NOTE: Pursuant to Education Code 56366, each student placed in an NPS/A will be administered the California Assessment of Student Performance and Progress by NPS/A staff who have attended the regular testing training sessions provided by the district or another local educational agency. Student assessment results are reported in accordance with the state's ~~alternative~~ accountability system ~~(Dashboard Alternative School Status).~~ . See BP 0500 - Accountability.

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results

2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

CSBA NOTE: The following paragraph is for use by elementary school districts.

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in an NPS/A. (5 CCR 3069)

When a special education student meets the district requirements for completion of the prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

CSBA NOTE: Pursuant to Education Code 51225.31, districts are required to exempt an eligible student with exceptional needs who entered the ninth grade in the 2022-23 school year or later, from all coursework and other requirements adopted by the Governing Board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma.
Additionally, pursuant to Education Code 51225.32, as added by SB 153 (Ch. 38, Statutes of 2024), districts are authorized, until July 1, 2031, to extend such exemption and award a high school diploma to an eligible student with exceptional needs who was enrolled in grade 10 or higher in the 2022-23 school year.

However, a student with exceptional needs who entered the ninth grade in the 2022-23 school year or later shall be exempted from all coursework and other requirements adopted by the Governing Board that are in addition to the statewide course requirements for high school graduation, if the student's IEP meets the criteria specified in law and Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities. (Education Code 51225.31)

Additionally, the Superintendent or designee may, until July 1, 2031, exempt a student with exceptional needs who was enrolled in grade 10 or higher in the 2022-23 school year from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation if the student meets the eligibility criteria specified in Education Code 51225.32.

Out-of-State Placements

CSBA NOTE: Government Code 7572.55 and Welfare and Institutions Code 362.2 and 727.1 address the out-of-state placement of children who are seriously emotionally disturbed and/or wards of the court. Such placements may be made only after in-state alternatives have been considered and found not to meet the child's needs.

Before contracting with an NPS/A outside California, the Superintendent or designee shall document the district's efforts to use public schools and/or to find an appropriate program offered by an NPS/A within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with an NPS/A outside the state, the district shall indicate

the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

On-Site Visits

CSBA NOTE: Education Code 56366.1 requires a district that enters into a master contract with an NPS/A to conduct on-site visits to the NPS/A as described in the following section. Findings from the monitoring visit must be reported to the California Department of Education (CDE) using criteria published by CDE.

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the ~~school or agency~~NPS/A, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement
2. A review of progress the student is making toward the goals set forth in the student's IEP
3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable
4. An observation of the student during instruction
5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to ~~CDE~~the California Department of Education within 60 calendar days of the on-site visit. (Education Code 56366.1)

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State	**Description**
5 CCR 3001	Definitions
5 CCR 3051-3051.24	Special education; standards for related services and staff qualifications
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 51225.3	High school graduation requirements

Ed. Code 51225.31-51225.32	Graduation exemption for students with exceptional needs
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney or advocate with conflict of interest
Ed. Code 56101	Waivers
Ed. Code 56163	Certification
Ed. Code 56168	Responsibility for education of student in hospital or health facility school
Ed. Code 56195.8	Adoption of policies
Ed. Code 56342.1	Individualized education program; placement
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56711	Computation of state aid
Ed. Code 56740-56743	Apportionments and reports
Ed. Code 56760	Annual budget plan; service proportions
Ed. Code 56775.5	Reimbursement of assessment and identification costs
Ed. Code 56836.20-56836.21	Special education funding; SELPA contracts with nonpublic nonsectarian schools
Fam. Code 7911-7912	Interstate compact on placement of children
Gov. Code 7570-7587	Interagency responsibilities for providing services to children with ~~disabilities~~exceptional needs
Gov. Code 7572.55	Seriously emotionally disturbed child; out-of-state placement
W&I Code 362.2	Out-of-home placement for IEP
W&I Code 727.1	Out-of-state placement of wards of court
Federal	**Description**
20 USC 1400-1487	Individuals with Disabilities Education Act
34 CFR 300.129-300.148	Children with disabilities in private schools
Management Resources	**Description**
Court Decision	Agostini v. Felton (1997) 521 U.S. 203, ~~117 S.Ct. 1997~~
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References

Code	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1431	Waivers
3541.2	Transportation For Students With Disabilities
3580	District Records
3580	District Records
4112.23	Special Education Staff
5125	Student Records
5125	Student Records
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6146.1	High School Graduation Requirements
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6146.3	Reciprocity Of Academic Credit
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6159.1	Procedural Safeguards And Complaints For Special Education
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6159.3	Appointment Of Surrogate Parent For Special Education Students

6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 03/01/2005 | **Last Revised Date:** ~~09~~12/01/~~2022~~2024 | **Last Reviewed Date:** ~~09~~12/01/~~2022~~2024

CSBA NOTE: Education Code 51744-51749.6 authorize districts to establish independent study programs to meet the educational needs of students.

Education Code 51747 and 51749.5 **mandate** the Governing Board to adopt a policy with specified components as a condition of receiving state apportionments for traditional and course-based independent study, and to implement the policy in accordance with the rules and regulations adopted by the Superintendent of Public Instruction. The **mandated** components for traditional independent study and course-based independent study are reflected throughout this policy and the accompanying administrative regulation.

Education Code 51744~~, as added by AB 181 (Ch. 52, Statutes of 2022),~~ encourages districts, when adopting policy, to consider offering more than one independent study model for short- and long-term placements in accordance with Education Code 51747, 51747.5, and 51749.6.

In the event of a school closure necessitated by an emergency condition ~~pursuant to~~specified in Education Code 46392, Education Code 46393, as amended by SB 153 (Ch. 38, Statutes of 2024) and AB 176 (Ch. 998, Statutes of 2024), requires districts ~~must develop~~submitting affidavits regarding emergency events occurring after September 1, 2021, but before July 1, 2026, to certify that the district has a plan for offering independent study to ~~affected~~impacted students ~~pursuant~~within 10 instructional days. For events occurring on or after July 1, 2026, Education Code 46393, as amended by SB 153 and AB 176, requires districts to ~~Education Code 46393. See BP 3516.5 - Emergency Schedules.~~

~~Independent study may be~~certify that the district's comprehensive safety plan includes an instructional continuity plan, and that the district offered ~~as a program within a school, as a charter school, or as an alternative school of choice pursuant~~student engagement and instruction consistent with the instructional continuity plan or certify that it did not do so due to ~~Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation and BP/AR 6181 - Alternative Schools/Programs of Choice~~extenuating circumstances.

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling

problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

CSBA NOTE: 5 CCR 11701 requires the Board to hold a public hearing when setting policy regarding the maximum length of time that may elapse between the time an independent study assignment is made and the date by which the student must complete it, and the level of satisfactory educational progress and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the student's best interests to remain in independent study. See "General Independent Study Requirements" below for more information regarding these requirements.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

CSBA NOTE: Pursuant to Education Code 58500-58512, independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation, and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, a charter school, an alternative school or program of choice, a ~~charter school,~~ and/or an online course.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

CSBA NOTE: Pursuant to Education Code 46300, ~~the attendance of students participating in independent study for only three or more consecutive school days will be included in~~as amended by SB 153, when computing average daily attendance for apportionment purposes, students participating in independent study may only be credited with one day of attendance for each calendar day.

~~The minimum period of time for any~~ An independent study ~~option~~student shall not be ~~three consecutive school days.~~credited with more than one day of attendance per calendar day. (Education Code 46300)

CSBA NOTE: Pursuant to Education Code 49501.5, as amended by SB 348 (Ch. 600, Statutes of 2023), a district is required to make available at no cost, a nutritionally adequate breakfast and lunch to any district student who requests a meal, including an independent study student who is scheduled for educational activities, as defined in Education Code 49010, lasting for two or more hours at a school site, resource center, meeting space, or other satellite facility, regardless of the student's eligibility for a free or reduced-price meal. For more information regarding school meals, see BP/AR 3550 - Food Service/Child Nutrition Program.

A nutritionally adequate breakfast and lunch shall be made available at no cost to any independent study student scheduled for educational activities lasting two or more hours at a school site, resource center, meeting space, or other satellite facility, who requests a meal. (Education Code 49501.5)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

CSBA NOTE: Pursuant to Education Code 46100, the Board is required to fix the length of the school day for each grade level, in accordance with law. The California Department of Education, ~~in~~on its "Frequently Asked Questions~~,~~"" and "Independent Study" webpages, clarifies that independent study is not an alternative curriculum and that students in independent study are required to meet the same number of instructional minutes as their peers who are physically at the school site for their instruction.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

CSBA NOTE: Education Code 51747 **mandates** the Board to adopt policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting~~, such as adult education or continuation high school.~~. In addition, 5 CCR 11701 **mandates** that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and should be revised to reflect the length of time determined by the Board. In order to ensure that apportionment credits are received, the length of time determined by the Board in its policy should be reflected in the student's written agreement. See ~~the section~~ "Master Agreement" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study

assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

CSBA NOTE: Education Code 51747 **mandates** the Board, to adopt policy which specifies the level of satisfactory educational progress and the number of missed assignments allowed before an evaluation is conducted to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will ~~trigger~~give rise to an evaluation.

The number of missed assignments that will ~~trigger~~give rise to an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

3. Learning of required concepts, as determined by the supervising teacher

4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

CSBA NOTE: Education Code 51747~~, as amended by AB 181,~~ **mandates** the Board to adopt policy that includes the provision of content aligned to grade level standards that is substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

CSBA NOTE: Education Code 51747 **mandates** the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described in Items #1-3 below and defined in the accompanying administrative regulation. ~~This~~Education Code 51747, as amended by SB 153, makes this requirement ~~does not apply to~~ applicable only when students are participating in an independent study program for ~~fewer than 15~~16 school days, or~~, pursuant~~ more, in a school year. Pursuant to Education Code 51747, this requirement is not applicable to ~~Education Code 51747, as amended by AB 181,~~ students enrolled in a comprehensive school for classroom-based instruction who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

Pursuant to Education Code 51747.5~~, as amended by AB 181~~, the district may claim apportionment credit for independent study only to the extent of the time value of student work products as personally judged by a certificated employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Pursuant to Education Code 51747.5, as amended by SB 153, work products may include the daily time value spent by a student engaged in asynchronous instruction, including work completed on an online or computer-based instructional activity, regardless of whether student work products are produced, if the computer program documents student participation. Education Code 51747.5, as amended by AB 176, clarifies that the district is required to maintain documentation of hours or fraction of an hour for both student work products and the time that the student engaged in asynchronous instruction. Evidence of student participation may include, but is not limited to, student work produced or performed, or documentation that the student participated in an instructional period either visually or verbally, as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering. See "Records", below.

The Superintendent or designee shall ensure that all students participating in independent study for ~~15~~16 school days or more in a school year receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten~~, kindergarten, and grades 1 to~~ (TK)-3, opportunities for daily synchronous instruction

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

CSBA NOTE: Education Code 51747~~, as amended by AB 181,~~ **mandates** the Board to adopt policy that includes procedures for tiered reengagement strategies for students who meet the conditions specified in Items #1-3 below. ~~This~~Education Code 51747, as amended by SB 153, makes this requirement ~~does not apply to~~ applicable only when students are participating in an independent study program for ~~fewer than 15~~16 school days, or more, in a school year. Pursuant to Education

Code 51747, this requirement is also not applicable to students who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for ~~15~~16 school days or more in a school year who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar

2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span

3. In violation of their written agreement

CSBA NOTE: Education Code 51747~~, as amended by AB 181,~~ requires that the district's tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, as applicable.

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student

2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation

3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

~~CSBA NOTE: Education Code 51747, as amended by AB 181, requires that the district's tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, as applicable.~~

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

CSBA NOTE: Education Code 51747 **mandates** the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. ~~This~~Education Code 51747, as amended by SB 153, makes this requirement ~~does not apply to~~applicable only when students are participating in an independent study program for ~~fewer than~~ ~~15~~16 school days~~.~~, or more, in a school year.

Pursuant to Education Code 51747~~, as amended by AB 181~~, the requirement is also not applicable to students who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall, for students who participate in an independent study program for ~~15~~16 school days ~~of~~or more in a school year, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

CSBA NOTE: Pursuant to Education Code 51747~~, as amended by AB 181~~, the live interaction and/or synchronous learning requirements, tiered reengagement strategies, and transition plan obligations do not apply to students enrolled in a comprehensive school for classroom-based instruction who, under the care of an appropriate licensed professional(s), participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, provided the district obtains evidence of the need as specified in Education Code 51747.

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

CSBA NOTE: Education Code 51747 **mandates** the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement ~~can be valid for longer than one school year. Pursuant to Education Code 51747, as amended by AB 181, the district is required to obtain a signed written agreement for an independent study program of 15 school days or more before the beginning of independent study, and for an independent program of less than 15 school days, within ten school days of the beginning of the first day of the student's enrollment.~~may be valid for longer than one school year.

In addition, Education Code 51749.5 **mandates** the Board to adopt policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See ~~the section~~ "Master Agreement" and "Learning Agreement for Course-Based Independent Study" below for required content of these agreements.

The Superintendent or designee shall ensure that a written agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to making a decision about enrollment or disenrollment in independent study. The term "student-parent-educator conference" is defined in Education Code 51745.5~~,~~ and reflected in the accompanying administrative regulation.

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in ~~the section~~ "Master Agreement," below, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

CSBA NOTE: Education Code 51747 mandates that, in order to receive apportionments for independent study, the district ~~must~~is required to adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. ~~Because apportionments are only provided for independent study of three or more consecutive school days pursuant~~Pursuant to Education Code 46300, as amended by SB 153, districts may claim independent study average daily attendance for any length of duration. As such, a written ~~agreements are~~agreement is required ~~only~~for independent study of any length of duration.

Pursuant to Education Code 51747, as amended by SB 153, the district is required to obtain a signed written agreement for an independent study program of more than 15 school days before the beginning of independent study, and for an independent study program of 15 school days or fewer, during the school year in ~~such instances.~~ which the independent study program takes place. Education Code 51747, as amended by SB 153, clarifies that for independent study programs of 15 school days or fewer the agreement may be signed at any time during the school year, but includes legislative intent that parents/guardians be provided the written agreement at or before the beginning of the school year. However, Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. ~~However, pursuant to Education Code 51747, as amended by AB 181, for independent study programs of less than 15 school days the written agreement may be signed within ten school days of the student's enrollment in independent study.~~ As Education Code 46300.7 and 51747 are inconsistent ~~as to~~regarding when written agreements need to be signed for programs of ~~less than~~ 15 school days or fewer, districts are encouraged to consult ~~CSBA~~CSBA's District and County Office of Education Legal Services~~,~~ or ~~the district's~~district legal counsel.

A written agreement shall be developed and implemented for each student participating in independent study ~~for three or more consecutive school days.~~. (Education Code 46300, 51747)

For student participation ~~for 15~~lasting 16 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of ~~less than~~ 15 school days or fewer, a signed written agreement ~~shall~~may be obtained ~~within ten~~ at any time during the school ~~days of the first day of~~year in which the ~~student's enrollment~~independent study program takes place. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade

level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work

3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

CSBA NOTE: As described in ~~the section~~ "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student ~~must~~is required to complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. Education Code 51747 also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will ~~trigger~~give rise to an evaluation of whether the student should be allowed to continue in independent study

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster

care or experiencing homelessness, and students requiring mental health supports

8. A statement that independent study is an optional educational alternative ~~in which~~and no student may be required to participate

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

CSBA NOTE: Pursuant to Education Code 51747~~, as amended by AB 181~~, the date upon which a written agreement needs to be signed will vary depending on the projected length of independent study, as specified below. ~~In addition~~

Additionally, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written agreement.

~~10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement~~All learning agreements shall be signed ~~and dated~~ by the student, the student's parent/guardian or caregiver if the student is ~~under~~less than 18 years of age, the certificated employee responsible for the general supervision of independent study, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. If the independent study program is projected to last for more than 15 school days, the learning agreement shall be signed before the commencement of the program. For an independent study program that is projected to last for 15 or fewer school days, the learning agreement shall be signed at any time during the school year in which the independent study program is to take place. (Education Code 51747)

CSBA NOTE: Pursuant to Family Code 6550-6552, a person who is 18 years of age or older who completes and signs a caregiver's authorization affidavit declaring that a minor lives at the person's home is authorized as a caregiver to enroll the minor child in school and consent to school-related medical care on behalf of the minor.

For purposes of the above paragraph, *caregiver* means a person who has met the requirements of Family Code 6550-6552.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6 establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 **mandates** that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6

2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards.

   For high schools, this shall include access to all courses offered by the district for graduation and approved by UC or CSU as creditable under the A-G admissions criteria.

   ~~3.~~ The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that a student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. ~~The~~ Additionally, the certification shall ~~also~~ include plans to provide opportunities throughout the school year~~,~~ for all students in ~~transitional kindergarten, kindergarten, and grades 1~~TK-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program as indicated by the student's performance on applicable student-level measures of student achievement and engagement set forth in Education Code 52060~~;~~, completion of assignments, assessments, or other indicators that evidence

that the student is working on assignments~~,~~; learning of required concepts, as determined by the supervising teacher~~,~~; and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher~~.~~

If satisfactory educational progress in one or more independent study courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. ~~A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.~~

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student~~,~~; a plan for outreach from the school to determine student needs, including connection with health and social services as necessary~~,~~; and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district~~.~~

~~7.~~ Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

8. A student shall not be required to enroll in courses included in the course-based independent study program

9. The student-teacher ratio in the courses in this program shall ~~meet the requirements of~~be in accordance with Education Code 51745.6

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208

11. Courses required for high school graduation or for admission to UC or CSU shall not be offered exclusively through independent study

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course

CSBA NOTE: Pursuant to Education Code 51749.5, ~~as amended by AB 181~~, a student with disabilities may participate in a course-based independent study program if the student's individualized education program specifically provides for such participation.

14. A student with disabilities, as defined in Education Code 56026, may participate in course-based independent study if the student's individualized education program specifically provides for that participation

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian, with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to Item #3 of ~~the~~ "Course-Based Independent Study ~~section~~" above

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years

4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program

5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports

7. A statement that enrollment is an optional educational alternative ~~in which~~and no student may be required to participate~~.~~

~~7.~~ In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through course-based independent study only if the student is offered the alternative of classroom instruction.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

CSBA NOTE: Pursuant to Education Code 51749.6~~, as amended by AB 181~~, the date upon which a learning agreement needs to be signed will vary depending on the projected length of an independent study course, as specified below. In addition, for students with disabilities, the

certificated employee designated as having responsibility for the special education programming of the student is required to sign the learning agreement.

~~Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by~~All learning agreements shall be signed by the student, the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. If the independent study program is projected to last for more than 15 school days, the learning agreement shall be signed before the commencement of the program. For an independent study program that is projected to last for 15 or fewer school days, the learning agreement shall be signed at any time during the school year in which the independent study program is to take place. (Education Code 51749.6)

~~12.~~ For purposes of ~~this~~the above paragraph ", *caregiver*" means a person who has met the requirements of Family Code 6550-6552.

Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

CSBA NOTE: Education Code 51747 and 51749.5 require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying administrative regulation for the definition of student-parent-educator conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

CSBA NOTE: Pursuant to Education Code 51745.6, 51747, 51747.5, and 51749.5, the Education Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting," includes verification of compliance with specified components of law

related to independent study, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

CSBA NOTE: Education Code 51747.5, as amended by AB 176, clarifies that the district is required to maintain documentation of hours or fraction of an hour for both student work products and the time that the student engaged in asynchronous instruction. As a result, districts will need to document hours or fractions of an hour of work product time before converting to days of attendance.

Additionally, the district shall maintain documentation of hours or fraction of an hour for student work products and the time that students engaged in asynchronous instruction. (Education Code 54747.5)

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 ~~(Education Code 51745.6 and 51749.5)~~

6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 ~~(Education Code 51747.5)~~

CSBA NOTE: Education Code 51747.5 requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which the student is provided independent study. Any student

who does not participate in scheduled live interaction or synchronous instruction on a school day must be documented as ~~nonparticipatory~~non-participatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades.

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as ~~nonparticipatory~~non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5

CSBA NOTE: Education Code 51747 and 51749.6 authorize specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747 and 51749.6, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

CSBA NOTE: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement, as needed.

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description

5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Emergency conditions and apportionments
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for independent study teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code ~~47612-47612.1~~47610-47615	Charter School Operation
Ed. Code 47612.5	Charter schools operations; general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49010	Educational activity; definition
Ed. Code 49011	Student fees; definition
Ed. Code 49501.5	School Meals
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51744-51749.6	Independent study
Ed. Code 52060	Local control and accountability plan
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria

Ed. Code 56026	Individual with exceptional needs; definition
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
Federal	**Description**
~~20 USC 6301~~	~~Highly qualified teachers~~
20 USC 6311	State plan
Management Resources	**Description**
California Department of Education Publication	Legal Requirements for Independent Study
California Department of Education Publication	Conducting Individualized Determinations of Need
~~California Department of Education Publication~~	~~AA & IT Independent Study FAQs~~
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, May 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	CSBA District and County Office of Education Legal Services
Website	California Consortium for Independent Study
Website	California Department of Education, Independent Study
Website	Education Audit Appeals Panel

Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
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5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications

5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6000	Concepts And Roles
6011	Academic Standards
6111	School Calendar
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education

6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

Regulation 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 10/01/2015 | **Last Revised Date:** ~~09~~12/01/~~2022~~2024 | **Last Reviewed Date:** ~~09~~12/01/~~2022~~2024

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in-person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by a teacher ~~or teachers~~(s) of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

CSBA NOTE: The following section is optional. Pursuant to Education Code 51745, ~~as amended by AB 181 (Ch. 52, Statutes of 2022),~~ the list of educational opportunities that may be provided through independent study includes Items #1-5 below, and may be revised or expanded to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Continuing and special study during travel
4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

CSBA NOTE: The following paragraph is for use by districts maintaining high schools.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and district-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

CSBA NOTE: Pursuant to Education Code 51748, independent study students must be enrolled in school as a condition of receiving state apportionments.

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic

performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

CSBA NOTE: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries in accordance with Education Code 48204 are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study ~~must~~shall be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

CSBA NOTE: Pursuant to Education Code 51745~~, as amended by AB 181~~, a student with disabilities may participate in independent study if the student's individualized education program specifically provides for such participation, as specified below.

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

~~CSBA NOTE: The following paragraph is based on uncodified Section 110 of AB 181 and will remain in effect only until July 1, 2024.~~

~~In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.~~

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through independent study. (Education Code 51745)

CSBA NOTE: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, ~~as amended by AB 181,~~ no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study, with the exception of students participating in independent study due to an emergency as described in Education Code

41422 and 46392. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

CSBA NOTE: The following optional section may be revised to reflect district practice.

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether independent study is in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

CSBA NOTE: The following optional section may be revised to reflect district practice.

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator

2. Approving or denying the participation of students requesting independent study

3. Facilitating the completion of written independent study agreements

4. Ensuring a smooth transition for students into and out of the independent study mode of instruction

5. Approving all credits earned through independent study

6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code ~~44865,~~ 51747.5; 5 CCR 11700)

CSBA NOTE: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA would not be funded.

The Education Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting," includes verification that the district calculated its independent study teacher-student ratio consistent with Education Code 51745.6.

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

CSBA NOTE: The remainder of this section is optional and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement

2. Supervising and approving coursework and assignments

3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due

4. Maintaining a daily or hourly attendance register in accordance with Item #4 in ~~the section on~~ "Records" in the accompanying Board policy

5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress

CSBA NOTE: Pursuant to Education Code 51747.5~~, as amended by AB 181~~, the district may claim apportionment credit for independent study only to the extent of the time value of student work products as personally judged by a certificated employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Pursuant to Education Code 51747.5, as amended by SB 153 (Ch. 38, Statutes of 2024), work products may include the daily time value spent by a student engaged in asynchronous instruction, including work completed on an online or computer-based instructional activity, regardless of whether student work products are produced, if the computer program documents student participation. Education Code 51747.5, as amended by AB 176 (Ch. 998, Statutes of 2024), clarifies that the district is required to maintain documentation of hours or fraction of an hour for both student work products and the time that the student engaged in asynchronous instruction. Evidence of student participation may include, but is not limited to, student work produced or performed, or documentation that the student participated in an instructional period either visually or verbally, as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student, including time that the student engaged in asynchronous instruction

8. Assessing student work and assigning grades or other approved measures of achievement

CSBA NOTE: Education Code 51747.5 requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction on a school day shall be documented as ~~nonparticipatory~~non-participatory for that school day, for purposes of student participation reporting and tiered reengagement pursuant to Education Code 51747.

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

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6184	Continuation Education
6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

Policy 6170.1: Transitional Kindergarten

Status: ADOPTED

Original Adopted Date: 10/01/2015 | **Last Revised Date:** 12/01/~~2023~~2024 | **Last Reviewed Date:** 12/01/~~2023~~2024

CSBA NOTE: The following policy is for use by districts that maintain kindergarten and may be revised to reflect district practice. Education Code 33050~~, as amended by SB 114 (Ch. 48, Statutes of 2023),~~ prohibits the waiver of specified provisions related to transitional kindergarten (TK) and kindergarten provided for in Education Code 48000-48003. For more information on waivers, see BP 1431 - Waivers.

~~Education Code 48000 provides that children are eligible for kindergarten enrollment if they have their fifth birthday on or before September 1 in that school year; see AR 5111 - Admission. Pursuant to Education Code 48000, as amended by SB 114, for the 2023-24 school year, districts are required to admit any child whose fifth birthday is between September 2 and April 2 to a TK program as a condition of apportionment and phases in timespans for mandatory admittance requirements until the 2025-26 school year, at which time districts are required to admit any child who has their fourth birthday by September 1, as described below.~~

The California Department of Education's (CDE), "Universal Prekindergarten FAQs" and "Transitional Kindergarten FAQs," available on its website, provide guidance to districts on the implementation of universal prekindergarten and TK programs. Additionally, CDE has developed a universal prekindergarten resources website, "Universal PreKindergarten, California's Great Start," designed for use by districts that operate a California State Preschool Program (CSPP), Head Start, and/or TK program.

Education Code 48000 defines TK as the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Many of the requirements applicable to kindergarten ~~(e.g.,~~ such as class size, minimum school day, and facilities~~)~~, are also applicable to TK. The district will receive funding based on average daily attendance (ADA) for students in a TK program that meets the requirements specified in Education Code 48000.

Education Code 8281.5 established the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative with the goal of expanding access to classroom-based prekindergarten programs. ~~The program allocates funding to all districts that operate kindergarten programs through minimum base grants, enrollment grants based on a district's kindergarten enrollment, and supplemental grants based on a district's percentage of unduplicated students.~~ Grant funds may be used for costs associated with creating or expanding preschool programs through the CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the district, including Head Start programs, to ensure that

high-quality options for prekindergarten education are available for four-year-old children. ~~Allowable costs include, but are not necessarily limited to, planning costs, hiring and recruitment costs, staff training and professional development, classroom materials, and supplies. Since funds for this program have already been granted, CDE is authorized, pursuant to SB 114 and SB 141 (Ch. 194, Statutes of 2023), to allocate or prorate unexpended funds from the California Prekindergarten Planning and Implementation Grant Programs to districts for costs associated with the educational expenses of current and future CSPP, TK, and kindergarten professionals that support their attainment of required credentials, permits, or professional development in early childhood instruction or child development, including developing competencies in serving inclusive classrooms and dual language learners.~~

~~Education Code 17375, as amended by SB 114, extends the time that funds from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program, which provides one-time grants to school districts to construct new school facilities or retrofit existing school facilities including for the purpose of providing TK classrooms, are available for encumbrance or expenditure by the State Allocation Board.~~

Pursuant to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program (Education Code 17375), districts may be awarded grants for the construction of new preschool classrooms, the modernization of existing preschool classrooms, or the modernization of existing kindergarten-grade 12 classrooms that will be converted to provide CSPPs operated by districts on a public school site.

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

Eligibility

CSBA NOTE: While children are not required to attend ~~Kindergarten~~kindergarten or TK, all school districts are required to provide TK to age-eligible children pursuant to Education Code 48000. According to CDE's, "Universal Prekindergarten FAQs," no age-eligible child may be denied access to TK by being placed on a waiting list.

The district's TK program shall admit children as follows: (Education Code 48000~~):~~)

~~1. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2~~

~~2.~~ 1. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2

~~3.~~ 2. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or ~~childcare~~child care program, including, but not limited to, a Head Start program, a ~~childcare~~child care center serving children through an alternative payment program, a general ~~childcare~~child care and development program, a California State Preschool Program (CSPP), a migrant ~~childcare~~child care and development program, ~~childcare~~child care and development services for children with special needs, or a program serving children through a CalWORKs Stage 1, Stage 2, or Stage 3 program. (Education Code 48000)

CSBA NOTE: CDE's, "Universal Prekindergarten FAQs," clarify that children are required to have documentation of required immunizations or a valid exemption prior to admission to TK. For information about required immunizations and exemptions, see BP/AR 5141.31 - Immunizations.

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

CSBA NOTE: The following paragraph is optional. If the district chooses to allow kindergarten-eligible children to enroll in the TK program, CDE recommends in its, "Universal Prekindergarten FAQs," that the district establish criteria to determine selection requirements. The parent/guardian of a kindergarten-eligible child who is enrolled in TK must, at the end of the year, sign a Kindergarten Continuance Form verifying agreement with the child enrolling in kindergarten the following year; see ~~section~~ "Continuation to Kindergarten" below.

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee, determines that it is in the child's best interest.

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 48000, the district may, at its discretion, determine whether to allow admittance of children whose fifth birthday is after the date specified for admittance for the applicable year as described above. Such students may be admitted at any time during the school year, including at the beginning of the year. Education Code 48000 provides that districts will not receive ADA apportionment for a child whose birthday is after the date specified for the applicable year until the child's fifth birthday.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year as described above,

provided that upon the recommendation of the Superintendent or designee, the Board determines that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

CSBA NOTE: The following paragraph is optional and may be deleted by districts that do not allow early enrollment children in TK. Pursuant to Education Code 48000.15, as amended by SB 141~~,~~ (Ch. 194, Statutes of 2023), for the ~~2023-24 and~~ 2024-25 school ~~years~~year, a district that offers TK to early enrollment children must concurrently offer enrollment in a CSPP program, if offered by the district, space permitting. The district may enroll an early enrollment child in a CSPP program operated by the district regardless of income, after all other eligible children have been enrolled. Districts will not receive ADA apportionment for an early enrollment child admitted to TK until the child's fifth birthday. For more information on district preschool programs, see BP/AR 5148.3 - Preschool/Early Childhood Education.

Additionally, the district may enroll an early enrollment child in TK whose fourth birthday is between June 3 and September 1, inclusive, preceding the school year during which they are enrolled in TK. The Superintendent or designee shall maintain any classroom that includes an early enrollment child with a classroom enrollment that does not exceed 20 students and an adult-to-student ratio of at least one adult to every 10 students. Additionally, if an early enrollment child is enrolled in TK, the district shall concurrently offer enrollment to the child in the district's CSPP, subject to available space. (Education Code 48000.15)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

CSBA NOTE: Education Code 48000 states the Legislature's intent that the TK curriculum be aligned to the California Preschool Learning Foundations developed by CDE. These standards address essential knowledge and skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's website.

Pursuant to Education Code 8203.3, CDE in consultation with the California Department of Social Services, is responsible for establishing and updating prekindergarten learning development guidelines that focus on preparing children for kindergarten, including developmental milestones, assessment, and suggested methods for achievement.

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

CSBA NOTE: Pursuant to Education Code 313, as amended by AB 2268 (Ch. 15, Statutes of 2024), students in TK are not required to be assessed in English listening and speaking for purposes of initial identification as an English learner. However, CDE's "Interim Guidance on Transitional Kindergarten Students and English Language Proficiency Testing," provides that districts should continue to conduct the Home Language Survey during TK enrollment to identify whether the primary or native language of a student is a language other than English. Since there may be implications with other state and federal laws, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel, as necessary.

Students in TK are not required to be assessed in English listening and speaking for purposes of initial identification as an English learner. However the district shall conduct the Home Language Survey during enrollment to identify whether the primary or native language of a student is other than English.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Education Code 37202 permits districts to maintain TK and kindergarten classes for different lengths of time during the school day, either at the same or a different school site. Districts offering TK classes for different lengths of time are still required to meet the minimum and maximum length of school day provided in law. Pursuant to Education Code 46111, 46115, and 46117, at the kindergarten and TK level the minimum school day is three hours (180 minutes), including recess but excluding noon intermission, and the maximum school day is four hours (240 minutes), excluding recess, except for students in expanded learning opportunity programs intended to supplement instructional time provided by a district pursuant to Education Code 46120, or if the district has adopted an extended-day kindergarten pursuant to Education Code 8973. However, pursuant to Education Code 46119, if the district has fewer than 40 kindergarten students, the Governing Board may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, including recesses, taught on the same day by the same teacher. Also see BP/AR 5148.2 - Before/After School Programs and AR 6112 - School Day.

Pursuant to Education Code 48003, districts are required to provide an annual report to CDE regarding the type of kindergarten program offered by the district, including part -day, full -day, or both. The California Basic Educational Data System (CBEDS) School Information Form, located on CDE's website, requires a report on the type of TK program offered.

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long, including recess but excluding noon intermission, except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full -day, part -day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

The Superintendent or designee shall collaborate with parents/guardians and relevant community groups, in accordance with the plan developed for how all children in the attendance area of the

district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning ~~offerings~~opportunities, the After School Education and Safety Program, CSPP, Head Start programs, and other community-based early learning and care programs.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. According to CDE's, "Universal Prekindergarten FAQs," it is the intent of the law to provide separate and unique experiences for TK and kindergarten students. However, districts have flexibility to determine how best to meet the curricular needs of each child and whether TK and kindergarten students may be enrolled in the same classrooms.

Education Code 48000, as amended by SB 153 (Ch. 38, Statutes of 2024), requires districts that commingle TK students and CSPP children in the same classroom to complete an observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS environment tool, rather than the formerly required Early Childhood Environment Rating Scale.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000~~):~~)

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten

2. An ~~early childhood environment rating scale, as specified in 5 CCR 18281, is~~observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS Environmental tool are completed for the classroom

3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272

4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing (CTC) in accordance with Education Code 44065 and 44256

5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241

6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site, not including students who are continuously enrolled in and meet the minimum day requirement for independent study for more than 14 school days in a school year. (Education Code 48000)

Staffing

CSBA NOTE: To be qualified to teach a TK class, the teacher must possess an appropriate multiple subjects or early childhood education credential issued by the Commission on Teacher Credentialing (CTC) authorizing instruction in TK. Education Code 48000 establishes additional requirements for credentialed teachers who are first assigned to a TK class after July 1, 2015, as provided below. CTC may issue a one-year emergency specialist teaching permit in early childhood education that authorizes teaching all subjects in a self-contained TK general education classroom, provided that certain conditions are met as specified in Education Code 44300.

Additionally, ~~CTC has amended~~ 5 CCR 80067, ~~and adopted 5 CCR~~ 80067.1 ~~and~~, 80067.2, ~~which are pending approval by the Office of Administrative Law as of October~~ 2023and 80067.3, pertaining to the prekindergarten-grade 3 (PK-3) early childhood education specialist credential~~.~~, include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers. The ~~proposed~~PK-3 credential is designed to provide individuals who already hold a bachelor's degree and have gained experience in early childhood education through their work, to have an expedited pathway to earning the credential to teach in the ~~prekindergarten-grade~~ PK-3 environment~~. See~~; see CTC Coded Correspondence ~~23-02~~24-03 for more information ~~regarding the proposed regulations~~. For more information about the Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit, see AR 4112.2 -- Certification.

TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9.

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from CTC that authorizes such instruction.

CSBA NOTE: Education Code 48000~~, as amended by SB 114,~~ extends until August 1, 2025, the requirement for credentialed teachers who are first assigned to a TK class to meet additional qualifications, as described below.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2025, have at least 24 units in early childhood education and/or child development, comparable professional experience in a preschool setting, and/or a child development teacher permit or an early childhood specialist credential issued by CTC. (Education Code 48000)

~~CSBA NOTE: Education Code 8281.5 permits the use of funding from the California Prekindergarten Planning and Implementation Grant Program for the purpose of professional development, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners, and which as amended by SB 114 and SB 141, extends the time that CDE is authorized to allocate or prorate unexpended funds.~~

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

~~CSBA NOTE: Education Code 48000, as amended by SB 114, requires districts to maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2025-26 school year.~~

The district shall maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2025-26 school year. (Education Code 48000)

Continuation to Kindergarten

CSBA NOTE: The following section is consistent with guidance in CDE's, "Universal Prekindergarten FAQs."

There is no requirement that an age-eligible student complete a year of TK or kindergarten before enrolling in first grade. Pursuant to Education Code 48010, a student must be six years old on or before September 1 to be eligible for first grade. However, if a student is not six years old by September 1, the student may be admitted to first grade in accordance with Education Code 48011, if the child has completed one year of kindergarten or, in some cases, has attended some kindergarten. CDE's, "Universal Prekindergarten FAQs," note that a year of TK is not equivalent to a year of kindergarten, for purposes of enrolling a 5-year-old student in first grade pursuant to Education Code 48011.

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

CSBA NOTE: The following optional paragraph is for use by districts that allow kindergarten-eligible children to enroll in TK; see "Eligibility" ~~section~~ above. When such students are subsequently enrolled in kindergarten, the district is required to obtain a signed Kindergarten Continuance Form in order to receive kindergarten ADA for those children since they would otherwise be age-eligible for first grade. A sample Kindergarten Continuance Form is available on CDE's, "Universal Prekindergarten FAQs"," website. CDE recommends that approval for a student to continue in kindergarten not be sought until near the end of the year of TK, since permission obtained unreasonably far in advance could be found invalid.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

CSBA NOTE: Pursuant to Education Code 46300, the district may not include for ADA purposes the attendance of any student for more than two years in kindergarten or for more than two years in a combination of TK and kindergarten.

A student shall not attend more than two years in kindergarten or a combination of TK and kindergarten. (Education Code 46300)

Assessment

CSBA NOTE: The following section regarding assessment of TK students' development and progress may be revised to reflect district practice. One assessment resource for TK students is CDE's Desired Results Developmental Profile, which is designed to assess the developmental progression of all children from early infancy to kindergarten entry. Additionally, CDE's report, "Proposed Tools and Process for the Early identification of Developmental Delays and Learning Disabilities," provides tools and a process for the early identification of children between two and six at risk for developmental delays or learning disabilities.The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 18000-18308	Early Learning and Care Programs
5 CCR 80067-80067.3	~~Professional~~ ~~Clear~~ Prekindergarten-3 Early Childhood Education Specialist Instruction Credential
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 313	English Language Proficiency Assessment
Ed. Code 33050	Waiver authority and exceptions
Ed. Code 37202	Equal time in all schools
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 44300	Emergency permits
Ed. Code 46111	Kindergarten; hours of attendance
Ed. Code 46114-46119	Minimum school day; kindergarten

Ed. Code 46120	Expanded learning opportunities
Ed. Code 46300	Method of computing average daily attendance
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48000.15	Early enrollment in transitional kindergarten
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
Ed. Code 48003	Kindergarten annual report
Ed. Code 48010	Minimum age of admission to first grade
Ed. Code 48011	Promotion/retention following one year of kindergarten
Ed. Code 48200	Compulsory attendance
Ed. Code 8203.3	Development of pre-kindergarten learning development guidelines
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8241	Staffing ratios for center-based program
Ed. Code 8281.5	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8970-8974	Early primary program, including extended-day kindergarten

Management Resources	**Description**
CA Commission on Teacher Credentialing Publication	~~Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023~~Approval of Regulations Authorizing the New PK-3 Early Childhood Education Specialist Instruction Credential, Coded Correspondence 24-03, March 2024 (https://www.ctc.ca.gov/docs/default-source/commission/coded/2024/coded-24-03.pdf)
California Department of Education Communication	Interim Guidance on Transitional Kindergarten Students and English Language Proficiency Testing, June 2024
California Department of Education Publication	Implementation of the Classroom Assessment Scoring System (CLASS) and CLASS Environment and Removal of the Environment Rating Scale for the California State Preschool Program (CSPP), Early Education Division Management Bulletin 23-10, December 2023 (https://www.cde.ca.gov/sp/cd/ci/mb2310.asp)

California Department of Education Publication	Proposed Tools and Process for the Early identification of Developmental Delays and Learning Disabilities, October 2023 (https://www.cde.ca.gov/sp/cd/lr/documents/eilegeslativereport.docx)
California Department of Education Publication	Universal Prekindergarten FAQs
California Department of Education Publication	Transitional Kindergarten FAQs
California Department of Education Publication	Desired Results Developmental Profile: A Developmental Continuum from Early Infancy up to Kindergarten Entry, 2015
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 1, 2010
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 2, 2011
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 3, 2013
California Department of Education Publication	California Preschool Learning Foundations, Vol. 1, 2008
California Department of Education Publication	California Preschool Learning Foundations, Vol. 2, 2010
California Department of Education Publication	California Preschool Learning Foundations, Vol. 3, 2012
CSBA Publication	Advancing Universal Transitional Kindergarten, April 2022
CSBA Publication	The Importance of Early Childhood Education Programs, September 2019
Website	California Department of Education, Universal PreKindergarten, California's Great Start
Website	California Office of Administrative Law
Website	CSBA District and County Office of Education Legal Services
Website	Transitional Kindergarten California
Website	California Kindergarten Association
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California Department of Education

Cross References

Code	Description

0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
4112.2	Certification
4112.2	Certification
4131	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar

6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6151	Class Size
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6162.5	Student Assessment
6174	Education For English Learners
6174	Education For English Learners

Policy 6174: Education For English Learners

Status: ADOPTED

Original Adopted Date: 03/01/2017 | **Last Revised Date:** ~~06~~12/01/~~2023~~2024 | **Last Reviewed Date:** ~~06~~12/01/~~2023~~2024

CSBA NOTE: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See CDE's website for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's, "The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners," (Roadmap) available on its website.

Pursuant to Education Code 361, as added by AB 2074 (Ch. 946, Statutes of 2024), CDE is required to develop a statewide implementation plan for the, "EL Roadmap Policy," which includes clear and measurable statewide goals of implementation, alignment with other state initiatives, guidance for districts, and a system for monitoring implementation of the plan.

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.

CSBA NOTE: Pursuant to Education Code 60811, the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), and the English Language Arts/English Language Development Framework aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. A supplementary resource, "Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning," specifies the correspondence of the state ELD standards to the California Common Core State Standards for mathematics and the Next

Generation Science Standards.

CDE's, "California Digital Learning Integration and Standards Guidance," available on its website, provides distance learning curriculum and instructional guidance for mathematics, English language arts, and English language development.

Additionally, CDE's, "Roadmap" encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasizes inquiry-based learning and critical thinking skills.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

CSBA NOTE: The following items are for use by districts that maintain middle and/or high schools and may be revised to reflect the grade levels offered by the district. Education Code 60811.8 prohibits districts from denying any student who is an English learner the opportunity to enroll in core curriculum courses, courses required for middle school promotion or high school graduation, courses required for college admission, or advanced courses, with specified exceptions for recently arrived immigrant ~~students.~~children and youth as defined in 20 USC 7011. Pursuant to Education Code 60811.8, as amended by AB 714 (Ch. 342, Statutes of 2023), "newcomer student" has the same meaning as "immigrant children and youth." However, Education Code 60811.8 does not require districts to create supplemental courses in languages other than English.

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 who has been enrolled in~~ a middle or high school ~~in the United States for less than 12 months or~~ student who is ~~enrolled~~a newcomer student or an immigrant child or youth, as defined in 20 USC 7011, or is a student participating in a program designed to ~~develop the basic English skills~~meet the academic and transitional needs of ~~newly arrived immigrant~~ newcomer students and that has as its primary objective the development of English language proficiency, may be denied ~~participation~~enrollment in any ~~such course,~~of the courses stated above if the course of study provided to the student is designed to remedy academic deficits incurred during participation and is reasonably calculated 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

CSBA NOTE: Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. CDE's, "Roadmap" provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.

Education Code 52052, as amended by SB 114 (Ch. 48, Statutes of 2023), has been expanded to include long-term English learners as a numerically significant subgroup, separate from English learners. Pursuant to Education Code 52052, as amended by SB 141 (Ch. 194, Statutes of 2023), a "long-term English learner" is defined as a student who has not attained English language proficiency within seven years of initial classification as an English learner.

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~~.~~ and long-term English learners, in accordance with Board Policy and Administrative Regulation 0460 – Local Control and Accountability Plan.

CSBA NOTE: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305 requires the district to solicit input on language acquisition programs as part of the parent/guardian and community engagement process during the development of the LCAP; see ~~section on~~ "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English ~~learner parent advisory committee~~Learner Parent Advisory Committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

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

Staff Qualifications and Training

CSBA NOTE: Commission on Teacher Credentialing's (CTC) leaflet CL-622, "Serving English Learners," and "Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations," describe requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from CTC; see AR 4112.22 - Staff Teaching English Learners.

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

CSBA NOTE: The following paragraph reflects a requirement for districts that receive federal Title III funds to improve the education of English learners~~,~~ and is recommended for use by all districts.

20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences.

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)

CSBA NOTE: The following paragraph is optional. CDE's, "Roadmap," indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

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

Identification and Assessment

CSBA NOTE: CDE's, "Roadmap," emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development. Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using the English Language Proficiency Assessments for California (ELPAC).

However, pursuant to Education Code 313, as amended by AB 2268 (Ch. 15, Statutes of 2024), students in transitional kindergarten (TK) are exempted from this assessment requirement. CDE's, "Interim Guidance on Transitional Kindergarten Students and English Language Proficiency Testing," provides that districts should continue to conduct the Home Language Survey during TK enrollment to identify whether the primary or native language of a student is a language other than English. Since there may be implications with other state and federal laws, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel, as necessary.

The ELPAC includes an initial test for identifying students who may be English learners and an annual summative assessment for determining English learners' level of English proficiency and progress in acquiring the skills of listening, speaking, reading, and writing in English. CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration, identification of English learners, and reclassification criteria.

The Superintendent or designee shall maintain procedures for the early identification ~~of English learners~~ and ~~an~~ assessment of ~~their~~the proficiency of English learners at all grade levels, except transitional kindergarten, using the 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 the student is reclassified based on criteria specified in the accompanying administrative regulation.

CSBA NOTE: In addition to testing the level of English proficiency of English learners, districts are required, pursuant to Education Code 60640, to administer the California Assessment of Student Performance and Progress (CAASPP) to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with ~~the~~ testing resources ~~(i.e.,~~ such as universal tools, designated supports, and accommodations~~)~~, specified in 5 CCR 853 during test administration.

CAASPP also includes the optional California Spanish Assessment for students in grades 3-8 and high school, which measures a student's competency in reading, writing, and listening in Spanish.

Pursuant to Education Code 60900.1, ~~as added by AB 1868 (Ch. 907, Statutes of 2022),~~ CDE is required to annually post on its website CAASPP test results by English language acquisition status and to report enrollment data by English language acquisition status and disability.

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 853. 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 853)

CSBA NOTE: The following paragraph is optional. CDE's, "Roadmap," highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

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

Language Acquisition Programs

CSBA NOTE: Education Code 305-310 authorizes parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. The following section may be revised to reflect programs offered by the district. Also see the accompanying administrative regulation.

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)

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)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

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.

CSBA NOTE: Items #1-2 below are optional and may be revised to reflect district practice.

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

1. 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

2. 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

CSBA NOTE: The following paragraph is for use by districts that maintain any of grades K-3.

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)

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. 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)

CSBA NOTE: Pursuant to 5 CCR 11311, districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school.

See ~~the section~~ "Language Acquisition Programs" in the accompanying administrative regulation.

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians 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)

~~CSBA NOTE: The following paragraph is optional and may be deleted if the district does not offer a dual-language immersion program.~~

~~Pursuant to Education Code 48345, as added by SB 941 (Ch. 711, Statutes of 2022), as an alternative to cancelling classes or seeking emergency credentials for teachers, the Governing Board is authorized, until July 1, 2029, to enter into an instruction collaboration agreement (ICA) with districts, county offices of education, or charter schools to offer courses and coursework to students who have been impacted by disruptions or cancellations to dual language immersion programs, or teacher shortages to such programs. See BP 5117 - Interdistrict Attendance for more information on ICAs.~~

~~Until July 1, 2029, the Superintendent or designee may, with Board approval, and as specified in BP 5117 - Interdistrict Attendance, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations, or teacher shortages to dual language immersion programs. (Education Code 48345)~~

Reclassification/Redesignation

When an English learner ~~is~~has acquired a reasonable level of English proficiency, as 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 the request ~~by~~of the ~~student's~~ parent/guardian of an English learner, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

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)

CSBA NOTE: Education Code 313 and 52164.6, and 5 CCR 11303, require that the district's reclassification process include, at a minimum, the criteria specified in Items #1-4 below.

Additionally, during the FPM process CDE will review, as **mandatory** evidence of program implementation and compliance, if the district has a current adopted Board policy and/or administrative regulation(s) that describes the reclassification process.

SBE has approved the use of the Summative ELPAC Overall Performance Level (PL) 4 as the statewide standardized English language proficiency (ELP) criterion for reclassification. According to CDE's, "English Language Proficiency Assessments for California Information Guide," districts are required to use Overall PL 4 to determine whether a student has met the ELP assessment criterion, as reflected in Item #1 below. All other reclassification criteria, as provided in Items #2-4 below, remain locally determined.

Additional guidance and resources regarding reclassification criteria are available on CDE's website. The district may expand the following list to reflect any additional criteria it has established.

The criteria for determining 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

CSBA NOTE: CDE's "Observation Protocol for Teachers of English Learners (OPTEL)," is a resource to support educators in monitoring and evaluating language use of English learner.

2. Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not limited to, a review of the student's curriculum mastery and academic performance

3. Parent/guardian 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

   c. Provision of an interpreter for the parent/guardian, when necessary

CSBA NOTE: Pursuant to Education Code 313, Item #4 requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter

from CDE to district superintendents, "Updated Reclassification Guidance for 2018-19," dated January 18, 2019, clarifies that the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion for grades 3-8 and 11, or districts may select another local assessment for all grade levels. CDE correspondence and resources, available on its website, provide examples of appropriate measures.

4. Comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)

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

CSBA NOTE: Pursuant to 20 USC 6841, districts receiving federal Title III funding are required to report to CDE the number and percentage of English learners, including English learners with a disability, meeting state academic standards for each of four years after they are no longer receiving services under Title III. During the FPM process, CDE will review whether the district monitors the progress of reclassified students for a minimum of four years to ensure correct classification and placement of reclassified students and the provision of additional academic support as needed. A letter from CDE to district superintendents, "Monitoring Reclassified Students," dated December 20, 2019, describes the areas in which districts should monitor students to ensure academic progress of former English learner students.

Districts that do not receive Title III funding may revise the following paragraph to reflect district practice.

The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841)

Program Evaluation

CSBA NOTE: The following section may be revised to reflect indicators agreed upon by the Governing Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners. Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

The definition of "long-term English learner" in Education Code 313.1 is an English learner who is enrolled in any of grades 6 to 12; has been enrolled in schools in the United States for six years or more; has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level; and a student in any of grades 6 to 9 who has scored far below basic or below basic on the prior year's English language arts standards-based achievement test administered pursuant to Education Code 60640, or a score determined by the Superintendent of Public Instruction on any successor test. This definition differs from the definition of long-term English learner pursuant to Education Code 52052 for purposes of state and local priorities set forth in the LCAP.

20 USC 6311 requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

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 as defined 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 for English learners and long-term English learners as defined in Education Code 52052
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.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11300-11316	English learner education
5 CCR 11510-11517.5	California English Language Development Test
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 853	Administration of CAASPP
5 CCR 854.9	CAASPP and unlisted resources for students with disabilities
Ed. Code 200	Prohibition of discrimination
Ed. Code 300-340	English language education for immigrant children
Ed. Code 310	Language acquisition programs
Ed. Code 313-313.5	Assessment of English proficiency
Ed. Code 361	Statewide implementation plan for the "EL Roadmap Policy"
Ed. Code 33050	Nonwaivable provisions
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 430-446	English Learner and Immigrant Pupil Federal Conformity Act
Ed. Code 44253.1-44253.11	Qualifications of teachers of English learners
Ed. Code 48345	Interdistrict instruction collaboration agreements
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code ~~52059.5~~52060-52077	Local control and accountability plan
Ed. Code 52160-52178	Bilingual Bicultural Act of 1976
Ed. Code 56305	CDE manual on English learners with disabilities
Ed. Code 60603	Definition; recently arrived English learner
Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 60811.8	Newcomer student; definition
Ed. Code 62002.5	Continuation of advisory committee after program sunsets

Federal	Description

20 USC 1412	State eligibility
20 USC 1701-1721	Equal Educational Opportunities Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6801-7014	Limited English proficient and immigrant students
20 USC 7011	Definition of immigrant children and youth
20 USC 7801	Definition of English learner
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin

Management Resources	**Description**
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 40 (2000)
California Department of Education Publication	Summative English Language Proficiency Assessments for California, Assessment Fact Sheet, July 2023
California Department of Education Publication	Englisher Learner, Federal Program Monitoring Instrument
California Department of Education Publication	Monitoring Reclassified Students, December 2019
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, 2019
California Department of Education Publication	English Language Proficiency Assessments for California Information Guide, July 2023
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, May 2021
California Department of Education Publication	Reclassification Guidance for 2020-21 and Statewide Testing Window Extension, CDE Correspondence, June 14, 2021
California Department of Education Publication	Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015
California Department of Education Publication	Accessibility Resources Matrix, 2022
California Department of Education Publication	Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015
California Department of Education Publication	English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

California Department of Education Publication	California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2017
California Department of Education Publication	EL Roadmap Policy (https://www.cde.ca.gov/sp/ml/elroadmappolicy.asp)
California Department of Education Publication	Common Core State Standards for Mathematics, 2013
California Department of Education Publication	English Language Arts/English Language Development Framework for California Public Schools: Kindergarten through Grade Twelve, 2014
California Department of Education Communication	Interim Guidance on Transitional Kindergarten Students and English Language Proficiency Testing, June 2024 (https://www.cde.ca.gov/sp/ml/tkguidanceletter.asp)
California Department of Education Communication	Updated Reclassification Guidance for 2018-19 (https://www.cde.ca.gov/sp/ml/reclassguide1819.asp#:~:text=In%20January%202019%2C%20based%20on,administration%20for%20grades%20K%E2%80%9312.)
Commission on Teacher Credentialing Publication	Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations, December 2021
Court Decision	Valeria O. v. Davis (2002) 307 F.3d 1036
Court Decision	California Teachers Association v. State Board of Education et al. (9th Circuit, 2001) 271 F.3d 1141
Court Decision	McLaughlin v. State Board of Education (1999) 75 Cal.App.4th 196
Court Decision	Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698
CSBA Publication	English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016
CSBA Publication	English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017
CSBA Publication	English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018
CSBA Publication	English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, September 2016

CSBA Publication	English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014
The Education Trust- West Publication	Unlocking Learning: Science as a Lever for English Learner Equity, January 2017
The Education Trust- West Publication	Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018
U.S. Department of Education Publication	English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), September 2016
U.S. Department of Education Publication	English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016
U.S. Department of Education Publication	Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017
U.S. Department of Education Publication	Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015
Website	Bilingual teacher training programs (https://www.ctc.ca.gov/credentials/leaflets/bilingual-teacher-training-programs-(cl-772))
Website	Bilingual teacher professional development program (https://www.cde.ca.gov/ci/pl/btpdp24.asp)
Website	California Department of Education home language survey (https://www.cde.ca.gov/ta/cr/documents/hls2020.pdf)
Website	California Department of Education, English Language Proficiency Assessments for California (ELPAC)
Website	California Digital Learning Integration and Standards Guidance, May 2021
Website	Observation Protocol for Teachers of English Learners (OPTEL) (https://www.cde.ca.gov/sp/ml/optel.asp)
Website	CSBA District and County Office of Education Legal Services
Website	National Clearinghouse for English Language Acquisition
Website	The Education Trust-West
Website	California Department of Education, English Learners
Website	California Association for Bilingual Education
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0200	Goals For The School District
0415	Equity
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
3100	Budget
3100	Budget
3580	District Records
4112.22	Staff Teaching English Learners
4131	Staff Development
4231	Staff Development
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5126	Awards For Achievement
5126	Awards For Achievement
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response To Instruction And Intervention

6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.91	Reading/Language Arts Instruction
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children

6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6175	Migrant Education Program
6175	Migrant Education Program
6190	Evaluation Of The Instructional Program

Regulation 6174: Education For English Learners

Status: ADOPTED

Original Adopted Date: 03/01/2017 | **Last Revised Date:** ~~06~~12/01/~~2023~~2024 | **Last Reviewed Date:** ~~06~~12/01/~~2023~~2024

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)

CSBA NOTE: Education Code 52052, as amended by SB 114 (Ch. 48, Statutes of 2023), has been expanded to include long-term English learners as a numerically significant subgroup, separate from English learners. Pursuant to Education Code 52052, as amended by SB 141 (Ch. 194, Statutes of 2023), a "long-term English learner" is defined as a student who has not attained English language proficiency within seven years of initial classification as an English learner. This definition differs from the definition in Educate Code 313.1 and used for the evaluation of English learner programs

Long-term English learner means:

1. For the purpose of setting the local control and accountability plan (LCAP) priorities, a student who has not attained English language proficiency within seven years of initial classification as an English learner (Education Code 52052)

2. For the purpose of English language proficiency assessment, an English learner in grades 6-12 who has been enrolled in school in the United States for six years or more and who either: (Education Code 313.1)

   a. Has remained at the same English language proficiency level for two or more consecutive years, or has regressed to a lower proficiency level; or

   b. Is a student in grades 6-9 who has scored far below basic or below basic on the prior year's English language arts standards-based achievement test, or a score determined by the Superintendent of Public Instruction on any successor test

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

Identification and Assessments

CSBA NOTE: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) website.

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, 11518.5)

CSBA NOTE: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. The English Language Proficiency Assessments for California (ELPAC) are used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Although, pursuant to Education Code 313, as amended by AB 2268 (Ch. 15, Statutes of 2024), transitional kindergarten (TK) students are exempted from this assessment requirement, CDE's "Interim Guidance on Transitional Kindergarten Students and English Language Proficiency Testing," recommends that districts continue to conduct the Home Language Survey during TK enrollment to identify whether the primary or native language of a student is a language other than English.

Since there may be implications with other state and federal laws, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel, as necessary.

Any student in kindergarten or grades 1-12, not including transitional kindergarten, 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). Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC. (Education Code 313, 52164.1; 5 CCR 11518.5)

CSBA NOTE: Pursuant to 5 CCR 11518.25, the district is required to provide English learners with disabilities with the designated supports and accommodations in accordance with the student's individualized education program or Section 504 plan.

The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ELPAC as appropriate. Pursuant to 5 CCR 11518.30, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency.

Pursuant to Education Code 56305, CDE has developed a manual, "California Practitioners' Guide for Educating English Learners with Disabilities," which provides guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

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 11518.5-11518.37.

CSBA NOTE: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. CDE has developed sample notification letters, available on its website in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

Based on the initial assessment, the student shall be classified either as ~~initially fluent~~ inInitial Fluent English ~~proficient~~Proficient or as an English learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the ELPAC initial assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the

student met the ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification. (5 CCR 11518.5)

CSBA NOTE: The Summative ELPAC is annually administered to students who have been previously identified as English learners based on initial ELPAC results, and is used to measure progress toward English language proficiency, to inform English learner programs and services, and to help determine if a student is ready to be reclassified. Education Code 313 provides that the summative ELPAC be conducted annually during a four-month period after January 1 as determined by the Superintendent of Public Instruction (SPI) with the approval of the State Board of Education. (SBE). CDE's, "English Language Proficiency Assessments for California Information Guide," and the "Summative English Language Proficiency Assessments for California, Assessment Fact Sheet," clarify that the Summative ELPAC administration window is open from February 1 through May 31. The following paragraph is consistent with both Education Code 313 and CDE's guidance.

Each year after a student is identified as an English learner and until 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 Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of 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 11518.15)

CSBA NOTE: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, districts receiving Title I or Title III funds are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program.

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 the student's English proficiency. Such notice shall be provided no 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

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 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. When the student has been identified for special education, the manner in which the program meets the requirements of the student's ~~IEP~~individualized education program

   CSBA NOTE: Education Code 313.2 requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in Item #4 below.

   The definition of "long-term English learner" in Education Code 313.1 is an English learner who is enrolled in any of grades 6-12; has been enrolled in schools in the United States for six years or more; has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level; and a student in any of grades 6-9 who has scored far below basic or below basic on the prior year's English language arts standards-based achievement test administered pursuant to Education Code 60640, or a score determined by the SPI on any successor test. This definition differs from the definition of long-term English learner pursuant to Education Code 52052 for purposes of state and local priorities set forth in the local control and accountability plan (LCAP).

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

CSBA NOTE: Pursuant to 5 CCR 11311, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

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)

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.~~

   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 in accordance with Board Policy 3580 – District Records.

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~~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. 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.

The district shall provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum. ~~(5 CCR 11302)~~

~~**Reclassification/Redesignation**~~

~~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)~~

~~CSBA NOTE: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in Items #1-4 below.~~

~~In 2019, SBE approved the standardization of criterion used to make decisions about reclassifying Englisher learners and approved the use of the Summative ELPAC Overall Performance Level (PL) 4 as the statewide standardized English language proficiency (ELP) criterion for reclassification. According to CDE's, "English Language Proficiency Assessments for California Information Guide," districts are required to use Overall PL 4 to determine whether a student has met the ELP assessment criterion, as reflected in Item #1 below. All other reclassification criteria, as provided in Items #2-4 below, remain locally determined.~~

~~Additional guidance and resources regarding reclassification criteria are available on CDE's website. The district may expand the following list to reflect any additional criteria it has established.~~

~~The criteria for determining 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~~

~~CSBA NOTE: Pursuant to Education Code 313.3, as amended by AB 181 (Ch. 52, Statutes of 2022), the date by which CDE is required to develop a standardized teacher observation protocol for use in evaluating a student's English language proficiency, as required by Item #2 below, as well as professional development tools to train teachers on the use of the protocol has been extended to December 31, 2023. CDE is currently developing the, "Observation Protocol for Teachers of English Learners (OPTEL)," a resource to support educators in monitoring and evaluating language use of English learner students.~~

~~2. Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not~~

limited to, a review of the student's curriculum mastery and academic performance

3. Parent/guardian 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

c. Provision of an interpreter for the parent/guardian, when necessary

CSBA NOTE: Pursuant to Education Code 313, Item #4 requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from CDE to district superintendents, "Updated Reclassification Guidance for 2018-19," dated January 18, 2019, clarifies that the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion for grades 3-8 and 11, or districts may select another local assessment for all grade levels. CDE correspondence and resources, available on its website, provide examples of appropriate measures.

4. Comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)

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

CSBA NOTE: Pursuant to 20 USC 6841, districts receiving federal Title III funding are required to report to CDE the number and percentage of English learners, including English learners with a disability, meeting state academic standards for each of four years after they are no longer receiving services under Title III. In the Federal Program Monitoring process, CDE reviews whether the district monitors the progress of reclassified students for a minimum of four years to ensure correct classification and placement of reclassified students and the provision of additional academic support as needed. A letter from CDE to district superintendents, "Monitoring Reclassified Students," dated December 20, 2019, describes the areas in which districts should monitor students to ensure academic progress of former English learner students.

~~Districts that do not receive Title III funding may revise the following paragraph to reflect district practice.~~

~~The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841~~(5 CCR 11302)

Advisory Committees

CSBA NOTE: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, an advisory committee on programs and services for English learners is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committees are specified in Education Code 52176 and 5 CCR 11308.

A school-level English Learner Advisory Committee (ELAC) shall be established when there are more than 20 English learners at the school. Parents/guardians of English learners, elected by parents/guardians of English learners at the school, shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership. (Education Code 52176; 5 CCR 11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of regular school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the Governing Board for consideration for inclusion in the district master plan. (Education Code 52176)

CSBA NOTE: Pursuant to 5 CCR 11308, each school-level English Learning Advisory Committee (ELAC) is entitled to elect at least one member to the District English Learner Advisory Committee (DELAC). If there are more than 30 ELACs in the district, the district may use a system of proportional or regional representation. The following paragraph may be revised to reflect district practice.

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

CSBA NOTE: 5 CCR 11308 delineates the duties of the DELAC, as provided below. The list of DELAC duties on CDE's website omits Item #5, administration of the annual language census.

During the federal program monitoring process, CDE will review that the district has a policy in accordance with SBE's, "English Learner Roadmap Policy," that requires the DELAC to advise the Governing Board on the development of a district master plan.

The DELAC shall advise the Board on at least the following tasks: (5 CCR 11308)

1. Developing a district master plan, including policy(ies), for education programs and services for English learners, taking into consideration the school site plans for English learners
2. Conducting a districtwide needs assessment on a school-by-school basis
3. Establishing a district program, goals, and objectives for programs and services for English learners
4. Developing a plan to ensure compliance with applicable teacher or instructional aide requirements
5. Administering the annual language census
6. Reviewing and commenting on the district's reclassification procedures
7. Reviewing and commenting on the required written parental notifications

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

Local Control and Accountability Plan (LCAP) Advisory Committee

CSBA NOTE: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English ~~learner parent advisory committee~~Learner Parent Advisory Committee to review and comment on the district's ~~local control and accountability plan~~LCAP; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners~~. The English learner parent advisory committee is not required after July 1, 2024.~~

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~~Learner Parent Advisory Committee shall be established to review and comment on the district's ~~local control and accountability plan~~ (LCAP)~~.~~. Such advisory committee shall provide input regarding the district's existing language acquisition programs and language programs, and, where possible, the establishment of other such programs, in accordance with ~~BP~~Board Policy 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. If the DELAC acts as the ELAC pursuant to Education Code 52063 and 52062, the DELAC shall also review and comment on the development or annual update of the LCAP. (Education Code 52062, 52063; 5 CCR 11301, 15495)

The DELAC may also serve as the LCAP ~~English learner advisory committee~~ELAC, as specified in Board Policy 0460 – Local Control and Accountability Plan.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11300-11316	English learner education
5 CCR 11510-11517.5	California English Language Development Test
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 853	Administration of CAASPP
5 CCR 854.9	CAASPP and unlisted resources for students with disabilities
Ed. Code 200	Prohibition of discrimination
Ed. Code 300-340	English language education for immigrant children
Ed. Code 310	Language acquisition programs
Ed. Code 313-313.5	Assessment of English proficiency
Ed. Code 361	Statewide implementation plan for the "EL Roadmap Policy"
Ed. Code 33050	Nonwaivable provisions
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 430-446	English Learner and Immigrant Pupil Federal Conformity Act
Ed. Code 44253.1-44253.11	Qualifications of teachers of English learners
Ed. Code 48345	Interdistrict instruction collaboration agreements
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code ~~52059.5~~52060-52077	Local control and accountability plan
Ed. Code 52160-52178	Bilingual Bicultural Act of 1976
Ed. Code 56305	CDE manual on English learners with disabilities
Ed. Code 60603	Definition; recently arrived English learner

Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 60811.8	Newcomer student; definition
Ed. Code 62002.5	Continuation of advisory committee after program sunsets

Federal	**Description**
20 USC 1412	State eligibility
20 USC 1701-1721	Equal Educational Opportunities Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6801-7014	Limited English proficient and immigrant students
20 USC 7011	Definition of immigrant children and youth
20 USC 7801	Definition of English learner
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin

Management Resources	**Description**
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 40 (2000)
California Department of Education Publication	Summative English Language Proficiency Assessments for California, Assessment Fact Sheet, July 2023
California Department of Education Publication	Englisher Learner, Federal Program Monitoring Instrument
California Department of Education Publication	Monitoring Reclassified Students, December 2019
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, 2019
California Department of Education Publication	English Language Proficiency Assessments for California Information Guide, July 2023
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, May 2021
California Department of Education Publication	Reclassification Guidance for 2020-21 and Statewide Testing Window Extension, CDE Correspondence, June 14, 2021
California Department of Education Publication	Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015
California Department of Education Publication	Accessibility Resources Matrix, 2022

California Department of Education Publication	Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015
California Department of Education Publication	English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012
California Department of Education Publication	California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2017
California Department of Education Publication	EL Roadmap Policy (https://www.cde.ca.gov/sp/ml/elroadmappolicy.asp)
California Department of Education Publication	Common Core State Standards for Mathematics, 2013
California Department of Education Publication	English Language Arts/English Language Development Framework for California Public Schools: Kindergarten through Grade Twelve, 2014
California Department of Education Communication	Interim Guidance on Transitional Kindergarten Students and English Language Proficiency Testing, June 2024 (https://www.cde.ca.gov/sp/ml/tkguidanceletter.asp)
California Department of Education Communication	Updated Reclassification Guidance for 2018-19 (https://www.cde.ca.gov/sp/ml/reclassguide1819.asp#:~:text=In%20January%202019%2C%20based%20on,administration%20for%20grades%20K%E2%80%9312.)
Commission on Teacher Credentialing Publication	Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations, December 2021
Court Decision	Valeria O. v. Davis (2002) 307 F.3d 1036
Court Decision	California Teachers Association v. State Board of Education et al. (9th Circuit, 2001) 271 F.3d 1141
Court Decision	McLaughlin v. State Board of Education (1999) 75 Cal.App.4th 196
Court Decision	Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698
CSBA Publication	English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016
CSBA Publication	English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017

CSBA Publication	English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018
CSBA Publication	English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, September 2016
CSBA Publication	English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014
The Education Trust- West Publication	Unlocking Learning: Science as a Lever for English Learner Equity, January 2017
The Education Trust- West Publication	Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018
U.S. Department of Education Publication	English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), September 2016
U.S. Department of Education Publication	English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016
U.S. Department of Education Publication	Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017
U.S. Department of Education Publication	Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015
Website	Bilingual teacher training programs (https://www.ctc.ca.gov/credentials/leaflets/bilingual-teacher-training-programs-(cl-772))
Website	Bilingual teacher professional development program (https://www.cde.ca.gov/ci/pl/btpdp24.asp)
Website	California Department of Education home language survey (https://www.cde.ca.gov/ta/cr/documents/hls2020.pdf)
Website	California Department of Education, English Language Proficiency Assessments for California (ELPAC)
Website	California Digital Learning Integration and Standards Guidance, May 2021
Website	Observation Protocol for Teachers of English Learners (OPTEL) (https://www.cde.ca.gov/sp/ml/optel.asp)
Website	CSBA District and County Office of Education Legal Services
Website	National Clearinghouse for English Language Acquisition

Website	The Education Trust-West
Website	California Department of Education, English Learners
Website	California Association for Bilingual Education
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0200	Goals For The School District
0415	Equity
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
3100	Budget
3100	Budget
3580	District Records
4112.22	Staff Teaching English Learners
4131	Staff Development
4231	Staff Development
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5126	Awards For Achievement
5126	Awards For Achievement
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education

5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.91	Reading/Language Arts Instruction
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6175	Migrant Education Program
6175	Migrant Education Program
6190	Evaluation Of The Instructional Program

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR MANUELA COLOM

BACKGROUND INFORMATION:
The Board of Trustees hereby offer Manuela Colom employment as a Substitute/Coach for various Certificated Management positions, beginning as early as July 1, 2025.

RECOMMENDATION:
Approve/Ratify the temporary offer of employment for Manuela Colom as a Substitute/Coach for various Certificated Management positions, effective as early as July 1, 2025.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒Yes ☐ No	

$788.71		
(Amount)	(Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT

Manuela Colom

The Board of Trustees hereby offer you employment as a Substitute/Coach for various Certificated Management positions on the terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a daily rate of **$788.71**.

2. Your interim service in the above named position will begin as early as July 1, 2025. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. As Substitute/Coach for various Certificated Management positions you will be responsible for performing the job duties of the assigned administrator position.

4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

5. Said salary shall not exceed the allowable STRS income limitations which is $80,245 for the 2025-2026 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.

6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.

7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.

8. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as

specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

9. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.

10. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children within 30 days of beginning your employment with the District.

11. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed: _____
Gina Potter, Superintendent

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE: _____ SIGNED: _____
Manuela Colom

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF PROFESSIONAL DEVELOPMENT/ WORKSHOPS/ CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2025- 2026 SCHOOL YEAR

BACKGROUND INFORMATION:

Organization	Location	Date	Authorized Personnel	Expenses
2025 CSBA Annual Education Conference	Sacramento	December 3-5, 2025	Superintendent and Governing Board	Approx. $15,000 (includes airfare, hotel, registration, mileage and meals)
Individually Selected Conferences/Events	Various Locations	2025-2026 School Year	Superintendent and Governing Board	Not to exceed $3,500 per attendee/per conference

RECOMMENDATION:
Approve attendance for the Governing Board and the Superintendent to individually selected professional development/workshops/conferences/events and other leadership professional development opportunities for the 2025-2026 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2025-2026 Budget? ☒ Yes ☐ No

Requisition #

Approx. $35,000.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CURRICULUM AND INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Pupil Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: 10TH ANNUAL FAMILIES FIRST RESOURCE FAIR

BACKGROUND INFORMATION:

The San Ysidro School District will be hosting the 10th Annual Families First Resource Fair on July 26, 2025, from 10:00 a.m. to 2:00 p.m. at the Multi-Cultural Center located at the San Ysidro Middle School.

The objective of the resource fair is to provide families with resources such as job assistance, health programs, housing, food, county benefits, and other valuable information. We will also be giving away backpacks filled with school supplies to all children registered within the district. Representatives from community agencies will be asked to spend time interacting with our families by answering questions and distributing literature.

Cost implications for this event include: ▪ Rent of tables and chairs, ▪ Food and beverages from the Nutrition Department, ▪ Maintenance and custodial assistance from the MOTF Department, and ▪ Clerical assistance to register and greet parents.

RECOMMENDATION:

Approve the 10th Annual Families First Resource Fair to be held on July 26, 2025, at the San Ysidro Middle School at the cost of $5,000.00 from the McKinney-Vento fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement – Action 3.7: Create opportunities that provide families/students to engage in positive academic and service opportunities at schools to increase satisfaction with educational system and supports to families. (e.g., STEM Fair, Military Families Fair, Resource Fair)

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$5,000.00	McKinney-Vento fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
La Mirada Elementary
Rick Quintana, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTION WITH BRAINPOP

BACKGROUND INFORMATION:
BrainPOP offers unlimited access to over one thousand standards-aligned topics to build background and deepen learning across La Mirada's curriculum, SEL-themed topics, and embedded creative and computational projects on Brain POP and Brain POP Jr.

The Principal at La Mirada Elementary School is requesting approval to renew the license subscription with BrainPOP for the BrainPOP Elementary School Bundle, which will give teachers full access to the BrainPOP Jr. and BrainPOP platforms during the 2025-26 school year.

The term of this subscription is one year.

RECOMMENDATION:
Approve the renewal of the license subscription with BrainPOP for the BrainPOP Elementary School Bundle for La Mirada Elementary during the 2025-26 school year at a total cost of $4,500.00 from the CSI fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ **Yes** ☐ No

Are funds for this item available in the 2025-2026 Budget? ☒ Yes ☐ No

Requisition #

$4,500.00
(Amount)

CSI Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

BrainPOP

Quote #: 00105593-1
Create PDF: 2025-04-24
Date: 3/16/2025, 8:19 PM
Expires On: 4/15/2025
Account Name: La Mirada Elementary School

Issued by: Keely Nunez
Email: keelyn@brainpop.com
Phone:

Bill to Name: La Mirada Elementary School
Bill To: 222 AVENIDA DE LA MADRID
SAN YSIDRO
CA
92173
USA

Name	Quantity	Description	Unit Price	DISC (%)	Total
BrainPOP Elementary School Bundle	1	School-wide subscription to BrainPOP Jr., BrainPOP 3-8, BrainPOP Español, and BrainPOP Français with access to over 1,200 topics to ensure every student can confidently access grade-level curriculum with background knowledge. Teachers will have access to an on-demand professional learning course to support an effective implementation.	USD 8,455.00	46.78	USD 4,500.00
				Total:	USD 4,500.00

Subtotal: USD 8,455.00
Discount: 46.8 %

Grand Total: USD 4,500.00

According to our records, these are the contacts associated with your account. If any information is missing or incorrect. please update accordingly.

Role	Name	Email
Billing Contact	Araceli Felix	araceli.felix@sysdschools.org
Subscription Administrator	Wendy Rodriguez	wendy.rodriguez@sysdschools.org
Technical/SSO Contact	Wendy Rodriguez	wendy.rodriguez@sysdschools.org
Professional Development		

Provisions

Access Recipient	Product Name	Access Start Date	Access End Date
La Mirada Elementary School	BrainPOP Jr. (K-3) School Subscription	8/30/2025	8/29/2026
La Mirada Elementary School	BrainPOP (3-8) School Subscription	8/30/2025	8/29/2026

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Sunset Elementary
Laura English, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE AGREEMENT WITH NEWSELA INC.

BACKGROUND INFORMATION:

Formative was developed to engage students in measuring students' learning in a timely manner and providing effective teacher feedback. The Formative item bank includes 90,000+ vetted, standards-aligned assessment questions for ELA, social studies, and science. Teachers and administrators alike can use these questions to create engaging and effective assessments for students. It is easy to search for questions aligned to specific standards, filter in depth of knowledge, and convert basic items into more complex question types like drag-and-drop, fill-in-the-blank, and more. Administrators also can lock certain items, ensuring they are only used for common assessments.

The Principal at Sunset Elementary wants to renew the Newsela Formative supplemental resources to support the educational needs of the struggling students as specified in the Single Plan for Student Achievement (SPSA).

The term of this agreement is for one year and includes the following products and services:

- Formative Program Site license
- Individual Virtual Add-On Session

RECOMMENDATION:

Approve the renewal of the license agreement with Newsela Inc. for the Formative Program as supplemental resource for Sunset Elementary during the 2025-26 school year at the total cost of $4,987.50 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement- Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$4,987.50	Title I Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Newsela Inc.
169 Madison Ave., #2770
New York, NY 10016

Order Form

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Order Form No. **Q-152553**
Newsela Sales Rep: Joanna Gunnett
Contact Email: joanna.gunnett@newsela.com
Offer Date: March 26, 2025
Expiration Date: July 14, 2025

To:
Efrain Burciaga
Sunset Elementary
3825 Sunset Ln
San Ysidro, CA 92173-3334

Qty	Products/Services	Line Total
1	Newsela	$4,987.50
	Contract Total	**$4,987.50**

***See table above or Appendix for Product/Services details and License Dates.**

This Order Form, the Terms of Service available here, and the terms of any Statement of Work provided for the order of any Custom Collection, if applicable, which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-152553" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

1. **Purchase Order Information**
   If you need a Purchase Order, please fill out the following information.
   PO Required:
   PO Number:
   PO Amount:

2. **Billing Information**
   Provide the billing service representative to whom the invoice should be addressed.
   Bill-To Name:
   Bill-To Email:
   By initialing here, I agree that the billing details stated above are current and accurate. ____

   Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents along with the order form number (Q-152553) to salestax@newsela.com.

3. **Is your organization exempt from sales tax?**
   Please enter **Yes** or **No**:

Authorized Signature: Date of Signature:

Appendix

Products Breakdown

Sites	Product Code	Products Names	License Dates
1	ATG124	Formative	07/15/25 - 07/14/26

Services Breakdown

Qty	Product Code	Services	License Dates
1	ATG016	Individual Virtual Add-On Session	07/15/25 - 07/14/26

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Willow Elementary
Myrna Cerda, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE AGREEMENT WITH IXL LEARNING

BACKGROUND INFORMATION:
IXL is personalized learning online program with comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the unique needs of each learner. Research of this program indicates that schools using IXL outperforms schools using any other method.

IXL Math: Students using this program will gain fluency and confidence in Math, as it helps students master essential skills at their own pace through fun and interactive questions, built in support and motivating awards.

IXL Elevate is a personalized learning program designed to help students in grades K-8 master academic skills. Its key features include adaptive learning, real-time skill assessment, and diagnostics to identify areas where students need support.

Agreement includes:
- 700 licenses for Math (grades Pk-6)
- 1 Elevate I

RECOMMENDATION:
Approve/Ratify the license agreement with IXL Learning for the IXL Math and Elevate I programs at Willow Elementary School, with the total cost of $9,970.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE: Goal 1: Student Achievement, Enhance student achievement across all demographics, mainly focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$9,970.00	Title I Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1380085-1
DATE: MARCH 17, 2025

TO:
Myrna Cerda
Willow Elementary School
226 WILLOW RD
SAN YSIDRO, CA 92173

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Sarah Bourgeois	A24-6039182	July 1, 2025 - July 1, 2026	July 1, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades PK-6) Subject: Math	700	$13.25	$9,275.00
		Total Price	$9,275.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Elevate I	1	$695.00	$695.00
		Total Price	$695.00

TOTALS	
Total Subscriptions List Price	$9,275.00
Total Services List Price	$695.00
Grand Total	$9,970.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1380085-1. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1380085-1
March 17, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Myrna Cerda
Willow Elementary School
226 WILLOW RD
SAN YSIDRO, CA 92173

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Sarah Bourgeois	**A24-6039182**	**1380085-1**	**July 1, 2025 - July 1, 2026**

PAYMENT PLAN

Amount	Invoice date
$9,970	**July 15, 2025**
TOTAL	**$9,970**

Price valid until July 1, 2025

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

Marilyn Adrianzen, CBO

Board approved: _____

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2025-2026 SCHOOL YEAR

BACKGROUND INFORMATION:

In 2000, a lawsuit against the State of California, the State Board of Education and California Department of Education claimed that the State failed to provide poor and underprivileged students with equal educational opportunities. All California schools are now impacted by the result of the Williams Lawsuit Settlement, enacted into law in September 2004. The law seeks to ensure that all students have equal access to the basics of a quality education, including textbooks and instructional materials, safe and decent school facilities, and qualified teachers. Each year during the first 2 weeks of school, selected schools are visited to ensure that the sites meet all the requirements of Williams Settlement.

La Mirada and Smythe Elementary Schools will have William's visit at the beginning of the 2025-2026 school year. It is a state requirement that the Governing Board approves the list of instructional materials for our District.

RECOMMENDATION:

Approve the San Ysidro School District Instructional Materials/Textbook List for the 2025-2026 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District Instructional Materials 2025-2026

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
TK (Transitional Kinder)	Mainstream English, SEI, and	English Language Arts	Benchmark Ready to Advance - 2018 or e-book, Benchmark Listos y Adelante (Spanish) -2018 or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science - 2023 or e-book
		ELD	Ready to Advance - 2018 or e-book
	Dual Language	Language Arts	Benchmark Listos y Adelante(Spanish) -2018 or e-book, Benchmark Ready to Advance - 2018 or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science - 2023 or e-book
		ELD	Ready to Advance - 2018 or e-book
Kinder	Mainstream English, SEI, and SDC	English Language Arts	Benchmark Advance 2022 or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science - 2023 or e-book
		History/Social Science	Savvas, History Social Science CA myWorld Interactive 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book
	Dual Language	Language Arts	Benchmark Advance 2022, Benchmark Adelante (Spanish) - 2023 or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science (Spanish) - 2023 or e-book
		History/Social Science	Savvas, History Social Science CA myWorld Interactive (Spanish) - 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book
First Grade	Mainstream English, SEI, and SDC	English Language Arts	Benchmark Advance 2022 or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science - 2023 or e-book
		History/Social Science	Savvas, History Social Science CA myWorld Interactive 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book

	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022, Benchmark Adelante (Spanish) - 2023 or e-book McGraw-Hill My Math - 2016 or e-book TWIG Science (Spanish) - 2023 or e-book Savvas, History Social Science CA myWorld Interactive (Spanish) - 2019 or e-book Benchmark Advance-2022: Asset-Based Access to English-Express or e-book

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
Second Grade	Mainstream English, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 or e-book, Benchmark Steps to Advance-2023(SDC) or e-book McGraw-Hill My Math - 2016 or e-book TWIG Science - 2023 or e-book Savvas, History Social Science CA myWorld Interactive 2019 or e-book Benchmark Advance-2022: Asset-Based Access to English-Express or e-book
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022, Benchmark Adelante (Spanish) - 2023 or e-book McGraw-Hill My Math - 2016 or e-book TWIG Science (Spanish) - 2023 or e-book Savvas, History Social Science CA myWorld Interactive (Spanish) - 2019 or e-book Benchmark Advance-2022: Asset-Based Access to English-Express or e-book
Third Grade	Mainstream English, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 or e-book, Benchmark Steps to Advance-2023(SDC) or e-book McGraw-Hill My Math - 2016 or e-book TWIG Science - 2023 or e-book Savvas, History Social Science CA myWorld Interactive 2019 or e-book Benchmark Advance-2022: Asset-Based Access to English-Express or e-book
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022, Benchmark Adelante (Spanish) - 2023 or e-book McGraw-Hill My Math - 2016 or e-book TWIG Science (Spanish) - 2023 or e-book Savvas, History Social Science CA myWorld Interactive (Spanish) - 2019 or e-book Benchmark Advance-2022: Asset-Based Access to English-Express or e-book

Fourth Grade	Mainstream English, SEI, and SDC	English Language Arts	Benchmark Advance 2022 or e-book, Benchmark Steps to Advance-2023(SDC) or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science - 2023 or e-book
		History/Social Science	Savvas, History Social Science CA myWorld Interactive 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book
	Dual Language	Language Arts	Benchmark Advance 2022 or e-book, Benchmark Adelante (Spanish) - 2023 or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science (Spanish) - 2023 or e-book
		History/Social Science	Savvas, History Social Science CA myWorld Interactive (Spanish) - 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
Fifth Grade	Mainstream English, SEI, and SDC	English Language Arts	Benchmark Advance 2022 or e-book, Benchmark Steps to Advance-2023(SDC) or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science - 2023 or e-book
		History/Social Science	Savvas, History Social Science CA myWorld Interactive 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book
	Dual Language	Language Arts	Benchmark Advance 2022 or e-book, Benchmark Adelante (Spanish) - 2023 or e-book
		Mathematics	McGraw-Hill My Math - 2016 or e-book
		Science	TWIG Science (Spanish) - 2023 or e-book
		History/Social Science	Savvas, History Social Science CA myWorld Interactive (Spanish) - 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book
Sixth Grade	Mainstream English, SEI, and SDC	English Language Arts	Benchmark Advance 2022 or e-book, Benchmark Steps to Advance-2023(SDC) or e-book
		Mathematics	College Board Springboard – 2017 or e-book
		Science	McGraw Hill: California Inspire Science - *2023 – Earth and Space* or e-book
		History/Social Science	Savvas/Pearson, CA History Social Science myWorld Interactive Secondary - 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book

	Dual Language	Language Arts	Benchmark Advance 2022 or e-book, Benchmark Adelante (Spanish) - 2023 or e-book
		Mathematics	College Board Springboard - 2017 or e-book
		Science	McGraw Hill: California Inspire Science (Spanish) - *2023 – Earth and Space* or e-book
		History/Social Science	Savvas/Pearson, CA History Social Science (Spanish) - 2019 myWorld Interactive Secondary 2019 or e-book
		ELD	Benchmark Advance-2022: Asset-Based Access to English-Express or e-book

Grade	Program	Instructional Materials/Textbooks and Copyright Dates
Seventh Grade	English Language Arts *Mainstream English, SEI, and SDC*	Amplify ELA -2018 or e-book
	ELD	ELD Amplify Interactive Reader & Study Teacher Guide - 2018 or e-book
	Mathematics	College Board SpringBoard - 2017 or e-book
	History/Social Science	*McGrawHill Impact CA* - 2023 *– World History & Geography: Medieval and Early Modern Times* or e-book
	Science	McGraw Hill: California Inspire Science - *2023 – Life Science* or e-book
	Elective -Spanish	Vista Higher Learning - Senderos 2023 or e-book
Eighth Grade	English Language Arts *Mainstream English, SEI, and SDC*	Amplify ELA -2018 or e-book
	ELD	ELD Amplify Interactive Reader & Study Teacher Guide - 2018 or e-book
	Mathematics	College Board SpringBoard - 2017 or e-book
	History/Social Science	*McGrawHill Impact CA* - 2023 *– United States History & Geography: Growth and Conflict* or e-book
	Science	McGraw Hill: California Inspire Science - *2023 – Physical Science* or e-book
	Elective - Spanish	Vista Higher Learning - Senderos 2023 or e-book

Revised August 2016 per Williams team suggestions – Revised July 2017 per Math adoption – Revised July 2020 per ELA/ELD adoption – Revised July 2021 per Science Pilot, Revised July 2022 per Science & HHS pilot – Revised 2023: Science and HSS adoption and Benchmark's new version.
Revised 2024: History Social Studies adoption TK-6, New Spanish materials for 7th & 8th grade, and Dual Language Spanish Materials .

NOTE: The following comprehensive ELA instructional materials will be used to instruct grade-level ELA Common Core standards as specified by the San Ysidro School District matrices:

1. Benchmark Advance (including ELD component)
2. Benchmark Adelante
3. Benchmark Steps to Advance
4. Amplify ELA + ELD
5. Dual Language classes will indicate language for curriculum

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services,
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:
In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments for the July 10, 2025, Board meeting:

- ACSA – Every Child Counts Symposium
- Title IX Training Series
- WRITE Elementary Institute

Cost implications might include registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:
Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Actions: 1.5, 1.8, and 1.10 ~ Goal 2: School Culture, Climate, and Student Well-Being – Action: 2.1

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$3,475.00	General and Special Education Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Professional Development Backup Information – July 10, 2025

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Oscar Madera, Denise Villezcas	ACSA – Every Child Counts Symposium	San Diego	January 12-14, 2026	$3,000.00 (Mileage, parking & meals)	Special Education Fund
Manuel Bojorquez	Title IX Training Series	Online	July 22 & 29, 2025 August 5, 2025	$475.00	General Fund
Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda	WRITE Elementary Institute	SDCOE	August 26-29, 2025	$0 (Sponsored by SDCOE)	N/A

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:
In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #12 (June 1, 2025 through June 30, 2025): ▪ General Fund: 0000013108-0000013127, 0000013129-0000013143, 0000013146-0000013150, 0000013152-0000013153, 0000013155-0000013156, 0000013159, 0000013163-0000013164, 0000013166, 0000013168, 0000013170-0000013174, 0000013176-13201 ▪ Child Development Fund: 0000013151 ▪ Child Nutrition Fund: 0000013128, 0000013144-0000013145 ▪ Building Measure U Fund: 0000013157 ▪ Building Measure T Fund: 0000013160-0000013162, 0000013165, 0000013167, 0000013169

RECOMMENDATION:
Approve/Ratify the purchase orders incurred by the District during the month of June 2025.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,378,079.78	As listed above
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/2/2025	0000013108	0000001056	POLAR ELECTRICAL COMPANY	CONTRACTED SERVICES	0100	8150000	5600005	070	12,119.50
6/2/2025	0000013109	004678	AMAZON CAPITAL SERVICES	LIBRARY SUPPLIES	0100	0000000	4300001	025	1,733.22
6/2/2025	0000013110	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	022	1,804.92
6/2/2025	0000013111	0000001034	SECURITAS TECHNOLOGY CORPORATION	MAINTENANCE SERVICES	0100	8150000	5600005	070	32,794.80
6/2/2025	0000013112	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	354.89
6/2/2025	0000013113	003192	WALMART	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	012	200.00
6/3/2025	0000013114	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	025	3,815.10
6/3/2025	0000013115	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	4,076.16
6/3/2025	0000013116	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500100	4300001	054	280.50
6/5/2025	0000013117	0000001215	NEXT DAY ACCESS	CONTRACTED SERVICES	0100	0000002	5600000	050	889.58
6/5/2025	0000013118	0000001216	PRESENTATION SYSTEMS	INSTRUCTIONAL EQUIPMENT	0100	0000000	6400000	024	8,017.00
6/5/2025	0000013119	0000000876	ABIGAIL MIRAMONTES	CONTRACTED SERVICES	0100	0000002	5600000	050	2,000.00
6/5/2025	0000013120	0000001214	AMIRA LEARNING INC.	CONTRACTED SERVICES	0100	7810000	5800006	061	25,380.00
6/5/2025	0000013121	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	1,111.28
6/5/2025	0000013122	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	4,187.69
6/5/2025	0000013123	002711	ROCHESTER 100 INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	1,896.40
6/6/2025	0000013124	002187	APPLE INC	TECHNOLOGY SUPPLIES	0100	4203000	4400000	014	3,894.57
6/10/2025	0000013125	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3182001	4300001	012	3,531.29
6/10/2025	0000013126	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	0000000	5800010	050	285.00
6/10/2025	0000013127	0000001217	SCHOOLSTATUS LLC	PROFESSIONAL SERVICES	0100	0000000	5800010	061	8,300.00
6/12/2025	0000013129	002339	FOLLETT SOFTWARE COMPANY	MAINTENANCE AGREEMENT	0100	0000001	5800006	061	25,026.62
6/12/2025	0000013130	0000000353	806 TECHNOLOGIES, INC.	LICENSE RENEWAL	0100	0000000	5800006	061	7,500.00
6/13/2025	0000013131	0000000091	AVID CENTER	REGISTRATION FEES	0100	3010003	5200003	061	2,398.00
6/13/2025	0000013132	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4124000	4300001	014	3,198.67
6/16/2025	0000013133	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5800010	061	1,500.00
6/16/2025	0000013134	0000000716	POWERSCHOOL GROUP LLC	CONTRACTED SERVICES	0100	8150000	5600005	070	1,768.21
6/16/2025	0000013135	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	610.91
6/17/2025	0000013136	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	5,175.11
6/17/2025	0000013137	004678	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	0100	3010000	4300000	018	242.19
6/17/2025	0000013138	0000000698	WESTED	PROFESSIONAL SERVICES	0100	0000000	5800010	050	2,235.60
6/17/2025	0000013139	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3182001	4300001	012	6,949.93
6/17/2025	0000013140	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3182001	4300001	012	201.38
6/17/2025	0000013141	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	1,536.17

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/17/2025	0000013142	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	025	1,255.72
6/17/2025	0000013143	0000000996	ALAMEDA COUNTY OFFICE OF EDUCATION	REGISTRATION FEES	0100	6331000	5200003	050	2,800.00
6/18/2025	0000013146	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	1,186.20
6/18/2025	0000013147	004678	AMAZON CAPITAL SERVICES	TECHNLOGY SUPPLIES	0100	4203000	4300001	014	1,616.72
6/18/2025	0000013148	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	22,891.60
6/18/2025	0000013148	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	1,522.80
6/18/2025	0000013149	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4200000	024	7,399.20
6/18/2025	0000013150	0000000606	KEYGUARD ASSISTIVE TECHNOLOGY	INSTRUCTIONAL MATERIALS	0100	9010056	4300001	054	104.38
6/18/2025	0000013152	0000001227	SMARTPASS, INC.	CONTRACTED SERVICES	0100	3010000	4300070	022	1,932.90
6/18/2025	0000013153	000336	MCGRAW-HILL	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	17,708.36
6/23/2025	0000013155	0000000969	6CRICKETS INC	CONTRACTED SERVICES	0100	2600000	5800010	061	35,050.00
6/23/2025	0000013156	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	768.20
6/23/2025	0000013159	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	1,586.50
6/23/2025	0000013163	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	1,452.90
6/23/2025	0000013164	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	1,887.10
6/23/2025	0000013166	0000000443	DAILY JOURNAL CORPORATION	PROFESSIONAL SERVICES	0100	0000000	5800007	071	87.50
6/23/2025	0000013168	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	10,323.20
6/23/2025	0000013170	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	10,239.70
6/23/2025	0000013171	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	025	4,409.59
6/23/2025	0000013172	0000000709	SDSU RESEARCH FOUNDATION NCUST	CONTRACTED SERVICES	0100	4035000	5800010	061	150,000.00
6/23/2025	0000013173	001178	SAN DIEGO COUNTY	CONTRACTED SERVICES	0100	0000000	5800006	061	2,144.55
6/23/2025	0000013174	0000000975	PEDRO GUERRERO	CONTRACTED SERVICES	0100	0000000	4300001	016	625.00
6/24/2025	0000013176	0000000606	KEYGUARD ASSISTIVE TECHNOLOGY	INSTRUCTIONAL MATERIALS	0100	9010056	4300001	054	109.76
6/24/2025	0000013177	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	23,638.20
6/24/2025	0000013177	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	9,924.01
6/24/2025	0000013178	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVIVCES	0100	0000000	5800001	071	24,750.00
6/24/2025	0000013179	0000000051	ACTIVE INTERNET TECHNOLOGIES	CONTRACTED SERVICES	0100	0000000	5800006	067	20,740.00
6/25/2025	0000013180	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	10,306.11
6/25/2025	0000013181	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	1,568.84
6/25/2025	0000013182	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	4,991.99
6/25/2025	0000013183	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	016	5,963.50
6/25/2025	0000013184	0000000336	PROJECT LEAD THE WAY INC	PROFSSIONAL SERVICES	0100	4127000	5800006	061	6,650.00
6/25/2025	0000013185	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	3182001	4300001	012	1,318.86

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/26/2025	0000013186	0000000779	TRAFERA, LLC	INSTRUCTIONAL MATERIALS	0100	4203000	4300001	014	19,403.18
6/26/2025	0000013187	0000000671	IXL LEARNING INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	9,970.00
6/26/2025	0000013188	001161	HOME DEPOT	OFFICE MATERIALS	0100	0300025	4300011	025	170.25
6/26/2025	0000013189	004678	AMAZON CAPITAL SERVICES	TECHNOLOGIES SUPPLIES	0100	0000000	4300002	067	2,449.04
6/26/2025	0000013190	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	1,500.96
6/26/2025	0000013191	0000000891	USI, INC.	OFFICE SUPPLIES	0100	0000000	4300001	022	359.45
6/26/2025	0000013192	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	016	19,708.46
6/26/2025	0000013193	004918	BrainPOP LLC	CONTRACTED SERVICES	0100	3182001	5800006	012	4,500.00
6/26/2025	0000013194	003852	NCS PEARSON	INSTRUCTIONAL MATERIALS	0100	9010056	4300003	054	2,178.45
6/26/2025	0000013195	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	5800006	024	20,200.00
6/26/2025	0000013196	002682	BENCHMARK EDUCATION COMPANY	CONTRACTED SERVICES	0100	6300000	4100000	061	65,393.48
6/26/2025	0000013197	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	9010056	4300000	054	8,225.03
6/26/2025	0000013198	001178	SAN DIEGO COUNTY	CONTRACTED SERVICES	0100	4035000	5800010	061	8,402.00
6/26/2025	0000013199	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	4,724.30
6/26/2025	0000013200	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5300000	061	14,568.00
6/30/2025	0000013201	0000001229	KOONINGS CENTER	PROFESSIONAL SERVICES	0100	6500000	5800009	054	7,741.50
							Total for 0100		**751,462.18**
6/18/2025	0000013151	001007	CDE,CASHIER'S OFFICE	CONTRACTED SERVICES	1200	6105000	8590000	000	194,194.00
							Total for 1200		**194,194.00**
6/10/2025	0000013128	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	1300	5310000	4300011	085	187.09
6/18/2025	0000013144	000987	C&M MOTORS	CONTRACTED SERVICE	1300	7032000	5600000	085	3,783.18
6/18/2025	0000013145	0000000872	E W TRUCK & EQUIMENT CO., INC	CONTRACTED SERVICES	1300	7032000	5600000	085	593.33
							Total for 1300		**4,563.60**
6/23/2025	0000013157	0000001220	BEC	PROFESSIONAL SERVICES	2133	9010314	6200050	322	40,830.00
							Total for 2133		**40,830.00**

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/23/2025	0000013160	0000001218	PanGIS, INC.	PROFESSIONAL SERVICES	2139	9010305	6100060	311	52,500.00
6/23/2025	0000013161	0000001000	DAVY ARCHITECTURE INC	PROFESSIONAL SERVICES	2139	9010310	6200015	399	229,000.00
6/23/2025	0000013162	0000001129	PLACEWORKS	PROFESSIONAL SERVICES	2139	9010305	6100060	311	6,100.00
6/23/2025	0000013165	0000001129	PLACEWORKS	PROFESSIONAL SERVICES	2139	9010305	6100060	380	6,100.00
6/23/2025	0000013167	0000001220	BEC	PROFESSIONAL SERVICES	2139	9010305	6200050	311	40,830.00
6/23/2025	0000013169	0000001219	BLACKHAWK ENVIRONMENTAL, INC	PROFESSIONAL SERVICES	2139	9010305	6100060	311	52,500.00
							Total for 2139		**387,030.00**
							Grand Total		**1,378,079.78**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of June 1, 2025 through June 30, 2025 with checks #14-302566 through #14-316647 for total expenditure of $3,492,845.66 from the following sources:

General Fund - $2,726,114.70
Child Development Fund - $213,714.74
Child Nutrition Fund - $251,053.28
Building Fund Prop - $248,639.96
Capital Facilities Fund - $39,063.81
Special Reserve Fund - $14,259.17

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the month of June 2025.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$3,492,845.66	Various (see above)
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Expenditure Report

6/1/25-6/30/25

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14302566	TAQUIZAS LOS CHUCHYS	6/2/2025	1305.00	0100	CONTRACTED SERVICES
14302567	BMR HEALTH SERVICES, INC	6/2/2025	47190.00	0100	PROFESSIONAL SERVICES
14302568	MY PT SAN DIEGO	6/2/2025	18194.89	0100	CONTRACTED SERVICES
14302570	PARKHOUSE TIRE INC	6/2/2025	1217.68	0100	TRANSPORTATION SUPPLIES
14302571	THE STEPPING STONE GROUP	6/2/2025	59443.44	0100	PROFESSIONAL SERVICES
14302572	EDTHEORY LLC	6/2/2025	28000.16	0100	PROFESSIONAL SERVICES
14302573	SPG THERAPY & EDUCATION	6/2/2025	50552.81	0100	PROFESSIONAL SERVICES
14302574	EINSTEIN BROS BAGELS	6/2/2025	1303.49	0100	REFRESHMENTS
14302575	EMILY N STEWART CONSULTING	6/2/2025	4000.00	0100	CONTRACTED SERVICES
14302576	DAVY ARCHITECTURE INC	6/2/2025	6600.00	0100	PROFESSIONAL SERVICES
14302577	OPTUM FINANCIAL, INC	6/2/2025	277.20	0100	PROFESSIONAL SERVICES
14302578	SECURITAS TECHNOLOGY CORPORATION	6/2/2025	113841.69	0100	CONTRACTED SERVICES
14302579	SUNBELT STAFFING	6/2/2025	19700.35	0100	PROFESSIONAL SERVICES
14302584	SARDINA EDUCATIONAL CONSULTING	6/2/2025	190.00	0100	PROFESSIONAL SERVICES
14302585	ACCENTCARE HOME HEALTH	6/2/2025	6950.84	0100	PROFESSIONAL SERVICES
14302586	CITY TREASURER	6/2/2025	14449.03	0100	UTILITIES
14302587	HAWTHORNE MACHINERY	6/2/2025	4092.37	0100	CONTRACTED SERVICES
14302588	REFRIGERATION SUPPLIES	6/2/2025	219.29	0100	MAINTENANCE SUPPLIES
14302589	GOPHER SPORT	6/2/2025	1062.01	0100	INSTRUCTIONAL MATERIALS
14302590	WILLYS ELECTRONIC SUPPLY CO.	6/2/2025	125.08	0100	TECHNOLOGY SUPPLIES
14302591	JONES SCHOOL SUPPLY CO., INC.	6/2/2025	721.72	0100	INSTRUCTIONAL MATERIALS
14302592	TEAMTALK NETWORK	6/2/2025	437.58	0100	CONTRACTED SERVICES
14302593	ALICIA MARISCAL	6/2/2025	900.00	0100	CONTRACTED SERVICES
14302594	PROCARE THERAPY	6/2/2025	8159.83	0100	PROFESSIONAL SERVICES
14302595	XEROX CORPORATION	6/2/2025	2246.95	0100	CONTRACTED SERVICES
14302596	STOTZ EQUIPMENT	6/2/2025	1077.40	0100	GROUNDS SUPPLIES
14304414	AMERGIS HEALTHCARE STAFFING	6/5/2025	101525.00	0100	PROFESSIONAL SERVICES
14304415	CODEMONKEY STUDIOS INC.	6/5/2025	525.00	0100	INSTRUCTIONAL MATERIALS
14304417	HORIZON DISTRIBUTORS	6/5/2025	327.55	0100	GROUNDS SUPPLIES
14304418	ANIXTER INC.	6/5/2025	1340.65	0100	MAINTENANCE SUPPLIES
14304419	THE ED LADDER	6/5/2025	305.00	0100	CONTRACTED SERVICES
14304420	SOLIANT HEALTH LLC	6/5/2025	8330.00	0100	PROFESSIONAL SERVICES

Expenditure Report

6/1/25-6/30/25

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14304421	SPG THERAPY & EDUCATION	6/5/2025	10124.64	0100	PROFESSIONAL SERVICES
14304422	THE MUSIC THERAPY CENTER OF CALIFORNIA	6/5/2025	1485.00	0100	PROFESSIONAL SERVICES
14304423	TANYA KELLER	6/5/2025	11663.75	0100	PROFESSIONAL SERVICES
14304424	EASTLAKE LIVING PARTY RENTALS	6/5/2025	1380.00	0100	CONTRACTED SERVICES
14304425	T-MOBILE	6/5/2025	3143.92	0100	CONTRACTED SERVICES
14304426	MICHAEL FERGUSON	6/5/2025	18120.00	0100	PROFESSIONAL SERVICES
14304427	CONNECT4KIDS PSYCHOLOGICAL SERVICES INC	6/5/2025	1000.00	0100	PROFESSIONAL SERVICES
14304428	SECURITAS TECHNOLOGY CORPORATION	6/5/2025	26235.84	0100	MAINTENANCE SERVICES
14304429	TIER ONE MECHANICAL, INC	6/5/2025	3204.79	0100	CONTRACTED SERVICES
14304430	GREGORY SHERMAN	6/5/2025	683.34	0100	CONTRACTED SERVICES
14304431	CAROLINE COTHERN	6/5/2025	333.46	0100	REIMBURSEMENT
14304432	QUENCH USA, INC	6/5/2025	60.00	0100	CONTRACTED SERVICES
14304433	MERIT J RICHARDSON	6/5/2025	3412.50	0100	PROFESSIONAL SERVICES
14304434	SAN DIEGO HYDRAULICS	6/5/2025	1658.52	0100	GROUNDS SUPPLIES
14304435	REFRIGERATION SUPPLIES	6/5/2025	138.09	0100	MAINTENANCE SUPPLIES
14304436	SAN DIEGO COUNTY	6/5/2025	650.00	0100	REGISTRATION FEES
14304437	REPUBLIC SERVICES	6/5/2025	37732.21	0100	UTILITIES
14304438	RANCHO SAN DIEGO NURSERY INC	6/5/2025	457.93	0100	GROUNDS SUPPLIES
14304439	RCP BLOCK & BRICK	6/5/2025	1481.75	0100	GROUNDS SUPPLIES
14304441	AT&T	6/5/2025	6591.30	0100	UTILITIES
14304442	VALLEY INDUSTRIAL SPECIALTIES	6/5/2025	1277.89	0100	MAINTENANCE SUPPLIES
14304443	MONTGOMERY HARDWARE CO.	6/5/2025	727.10	0100	MAINTENANCE SUPPLIES
14307671	CORODATA RECORDS MANAGEMENT, INC.	6/9/2025	241.44	0100	CONTRACTED SERVICES
14307672	SUNBELT RENTALS, INC.	6/9/2025	3242.16	0100	CONTRACTED SERVICES
14307673	CSM CONSULTING INC.	6/9/2025	11500.00	0100	CONTRACTED SERVICES
14307674	WINET PATRICK GAYER CREIGHTON	6/9/2025	115.72	0100	LEGAL SERVICES
14307675	CROWN AWARDS	6/9/2025	574.07	0100	INSTRUCTIONAL MATEIRALS
14307676	SUN DIEGO CHARTER	6/9/2025	3744.00	0100	CONTRACTED SERVICES
14307677	THE BIRCH AGENCY INC	6/9/2025	12597.00	0100	PROFESSIONAL SERVICES
14307678	CITY TREASURER	6/9/2025	7723.99	0100	UTILITIES
14307679	SOUTH BAY FENCE, INC.	6/9/2025	2995.00	0100	CONTRACTED SERVICES
14307681	SMART & FINAL	6/9/2025	879.07	0100	REFRESHMENTS

Expenditure Report

6/1/25-6/30/25

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14307682	FEDEX	6/9/2025	38.88	0100	CONTRACTED SERVICES
14307683	RUSSELL SIGLER, INC	6/9/2025	1348.59	0100	MAINTENANCE SUPPLIES
14309334	VECTOR USA	6/12/2025	10133.49	0100	PROFESSIONAL SERVICES
14309335	AVID CENTER	6/12/2025	7550.00	0100	REGISTRATION FEES
14309337	AMERGIS HEALTHCARE STAFFING	6/12/2025	87420.50	0100	PROFESSIONAL SERVICES
14309338	DATEL SYSTEMS INCORPORATED	6/12/2025	99625.48	0100	TECHNOLOGY EQUIPMENT
14309341	NADIA BRAUN	6/12/2025	4250.00	0100	PROFESSIONAL SERVICES
14309342	CAL PACIFIC TRUCK CENTER ,LLC	6/12/2025	6682.77	0100	CONTRACTED SERVICES
14309343	MARIA MONTALVO	6/12/2025	139.40	0100	MAINTENANCE SUPPLIES
14309344	NATIONAL CITY TROPHY	6/12/2025	2694.83	0100	OFFICE SUPPLIES
14309345	DIANA HERNANDEZ	6/12/2025	58.52	0100	REIMBURSEMENT
14309346	SIGNA DIGITAL SOLUTIONS, INC	6/12/2025	11780.55	0100	CONTRACTED SERVICES
14309347	TIER ONE MECHANICAL, INC	6/12/2025	308.00	0100	CONTRACTED SERVICES
14309348	ATX LEARNING	6/12/2025	14352.00	0100	PROFESSIONAL SERVICES
14309350	RO HEALTH LLC	6/12/2025	6423.90	0100	PROFESSIONAL SERVICES
14309351	GRAINGER	6/12/2025	1842.93	0100	GROUNDS SUPPLIES
14309352	THE INSTITUTE FOR EFFECTIVE	6/12/2025	34441.53	0100	PROFESSIONAL SERVICES
14309354	OFFICE DEPOT	6/12/2025	75.61	0100	OFFICE SUPPLIES
14309355	HOME DEPOT	6/12/2025	5165.70	0100	CUSTODIAL SUPPLIES
14309357	A-Z BUS SALES, INC.	6/12/2025	1706.15	0100	CONTRACTED SERVICES
14309359	R&R CONTROLS INC	6/12/2025	1263.98	0100	CONTRACTED SERVICES
14309362	AMAZON CAPITAL SERVICES	6/12/2025	14193.68	0100	INSTRUCTIONAL MATERIALS
14311536	ABIGAIL MIRAMONTES	6/16/2025	2000.00	0100	CONTRACTED SERVICES
14311537	OPTIMUM FOODS LLC	6/16/2025	508.50	0100	CONTRACTED SERVICES
14311538	CANON FINANCIAL SERVICES, INC	6/16/2025	7112.97	0100	CONTRACTED SERVICES
14311539	MOSYLE CORPORATION	6/16/2025	1800.00	0100	CONTRACTED SERVICES
14311540	NEXT DAY ACCESS	6/16/2025	889.58	0100	CONTRACTED SERVICES
14311541	SAN DIEGO GAS & ELECTRIC	6/16/2025	85955.99	0100	UTILITIES
14311542	CITY TREASURER	6/16/2025	20286.63	0100	UTILITIES
14311543	CITY TREASURER	6/16/2025	285.00	0100	CONTRACTED SERVICES
14311544	EWING IRRIGATION	6/16/2025	3801.20	0100	GROUNDS SUPPLIES
14311545	CABE	6/16/2025	18000.00	0100	PROFESSIONAL SERVICES

Expenditure Report

6/1/25-6/30/25

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14311546	SAN DIEGO COUNTY SUPERINDENT	6/16/2025	4500.00	0100	CONTRACTED SERVICES
14311547	YMCA OF SAN DIEGO COUNTY	6/16/2025	442151.18	0100	CONTRACTED SERVICES
14311548	SOUTHWEST SCHOOL & OFFICE	6/16/2025	11919.19	0100	INSTRUCTIONAL MATERIALS
14311549	BROADWAY AUTO GLASS	6/16/2025	644.80	0100	TRANSPORTATION SUPPLIES
14311553	SOUTH BAY COMMUNITY SERVICES	6/16/2025	33440.00	0100	PROFESSIONAL SERVICES
14311554	XEROX CORPORATION	6/16/2025	1907.58	0100	CONTRACTED SERVICES
14313899	WILLIAM H. SADLIER, INC	6/20/2025	11555.39	0100	INSTRUCTIONAL MATERIALS
14313900	RAPHAELS PARTY RENTALS INC.	6/20/2025	14779.86	0100	CONTRACTED SERVICES
14313901	BMR HEALTH SERVICES, INC	6/20/2025	60780.00	0100	PROFESSIONAL SERVICES
14313902	BEE BEST BEE REMOVAL, INC	6/20/2025	574.00	0100	CONTRACTED SERVICES
14313903	KEENAN & ASSOCIATES	6/20/2025	135.43	0100	CONTRACTED SERVICES
14313904	CAPITOL ADVISORS GROUP, LLC	6/20/2025	2000.00	0100	PRFESSIONAL SERVICES
14313905	ALLIANCE FOR AFRICAN ASSISTANCE	6/20/2025	1424.27	0100	PROFESSIONAL SERVICES
14313906	WESTED	6/20/2025	2235.60	0100	PROFESSIONAL SERVICES
14313907	CAL PACIFIC TRUCK CENTER ,LLC	6/20/2025	1710.00	0100	CONTRACTED SERVICES
14313908	EINSTEIN BROS BAGELS	6/20/2025	498.88	0100	REFRESHMENTS
14313909	BUILDING RESOURCES	6/20/2025	130257.83	0100	PROFESSIONAL SERVICES
14313910	KYO AUTISM THERAPY, LLC	6/20/2025	86111.06	0100	PROFESSIONAL SERVICES
14313912	MICHAEL FERGUSON	6/20/2025	11280.00	0100	PROFESSIONAL SERVICES
14313913	CANON FINANCIAL SERVICES, INC	6/20/2025	721.24	0100	CONTRACTED SERVICES
14313914	SO-CAL RATTLESNAKE REMOVAL	6/20/2025	1750.00	0100	CONTRACTED SERVICES
14313915	ATX LEARNING	6/20/2025	5616.00	0100	PROFESSIONAL SERVICES
14313917	SAN DIEGO PARTY RENTALS, INC	6/20/2025	2720.00	0100	CONTRACTED SERVICES
14313918	SCHLOYER EDUCATIONAL	6/20/2025	1662.50	0100	PROFESSIONAL SERVICES
14313919	THE BRUMAN GROUP, LLC	6/20/2025	1785.00	0100	REGISTRATION FEES
14313920	MI LINDO FOLKLOR	6/20/2025	3147.34	0100	INSTRUCTIONAL MATERIALS
14313921	SCHOOLSTATUS LLC	6/20/2025	8300.00	0100	PROFESSIONAL SERVICES
14313922	WAXIE SANITARY SUPPLY	6/20/2025	16015.63	0100	TRANSPORTATION SUPPLIES
14313923	PARADIGM HEALTHCARE SERVICES	6/20/2025	9494.17	0100	PROFESSIONAL SERVICES
14313924	GRAINGER	6/20/2025	192.00	0100	TRANSPORTATION SUPPLIES
14313927	CALIFORNIA DEPT. OF JUSTICE	6/20/2025	343.00	0100	CONTRACTED SERVICES
14313928	EWING IRRIGATION	6/20/2025	1717.73	0100	GROUNDS SUPPLIES

Expenditure Report

6/1/25-6/30/25

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14313929	ATKINSON, ANDELSON, LOYA, RUUD	6/20/2025	32090.45	0100	LEGAL FEES
14313930	WILLIAM V. MAC GILL & CO.	6/20/2025	1074.15	0100	MEDICAL SUPPLIES
14313931	PERMA BOUND PUB.	6/20/2025	904.23	0100	INSTRUCTIONAL MATERIALS
14313932	FOLLETT SOFTWARE COMPANY	6/20/2025	23226.55	0100	MAINTENANCE AGREEMENT
14313933	I B TROPHIES & AWARDS	6/20/2025	746.17	0100	AWARDS & INCENTIVES
14313934	SMART & FINAL	6/20/2025	326.37	0100	REFRESHMENTS
14313935	AMAZON CAPITAL SERVICES	6/20/2025	2228.37	0100	INSTRUCTIONAL MATERIALS
14313936	PLATINUM PARTY RENTALS	6/20/2025	1676.23	0100	CONTRACTED SERVICES
14313937	KOMPAN, INC.	6/20/2025	1457.40	0100	MAINTENANCE SUPPLIES
14313938	SPARKLETTS	6/20/2025	993.41	0100	CONTRACTED SERVICES
14313939	FLYERS ENERGY	6/20/2025	4492.10	0100	TRANSPORTATION DIESEL
14313940	XEROX CORPORATION	6/20/2025	866.34	0100	CONTRACTED SERVICES
14313941	STOTZ EQUIPMENT	6/20/2025	65.71	0100	GROUNDS SUPPLIES
14315382	SUNBELT RENTALS, INC.	6/23/2025	414.57	0100	CONTRACTED SERVICES
14315383	MARK KIRCHER	6/23/2025	46.90	0100	MILEAGE
14315384	AMERGIS HEALTHCARE STAFFING	6/23/2025	76413.00	0100	PROFESSIONAL SERVICES
14315385	AMBER SANCES	6/23/2025	14.60	0100	REIMBURSEMENT
14315386	SUN DIEGO CHARTER	6/23/2025	9360.00	0100	CONTRACTED SERVICES
14315387	THE BIRCH AGENCY INC	6/23/2025	7613.00	0100	PROFESSIONAL SERVICES
14315388	ALAMEDA COUNTY OFFICE OF EDUCATION	6/23/2025	2800.00	0100	REGISTRATION FEES
14315389	CALIFORNIA DEPARTMENT OF TAX	6/23/2025	2919.97	0100	USE TAX 2024-2025
14315390	SAN YSIDRO SCHOOL DISTRICT	6/23/2025	7150.33	0100	RCF REPLENISH
14315391	WILLIAM V. MAC GILL & CO.	6/23/2025	1674.07	0100	MEDICAL SUPPLIES
14315392	ROCHESTER 100 INC.	6/23/2025	3882.25	0100	INSTRUCTIONAL MATERIALS
14315393	CALIFORNIA ELECTRIC SUPPLY	6/23/2025	2161.18	0100	MAINTENANCE SUPPLIES
14315394	SOUTHWEST SCHOOL & OFFICE	6/23/2025	766.23	0100	INSTRUCTIONAL MATERIALS
14315395	SAN YSIDRO SCHOOL DISTRICT	6/23/2025	12741.70	0100	PCARD REPLENISH
14315396	AMAZON CAPITAL SERVICES	6/23/2025	31792.22	0100	TECHNOLOGY SUPPLIES
14315398	XOCHITL LOPEZ	6/23/2025	51.65	0100	REIMBURSEMENT
14316566	ELMY FLORES	6/26/2025	154.91	0100	MILEAGE
14316567	CATALINA JAUREGUI	6/26/2025	41.58	0100	MILEAGE
14316568	NIKOLE SCARLETT	6/26/2025	184.79	0100	REIMBURSEMENT

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14316569	VIKKI VIRAMONTES	6/26/2025	266.60	0100	REIMBURSEMENT
14316572	ADRIANA GARCIA	6/26/2025	131.39	0100	REIMBURSEMENT
14316573	DAVID ALVARADO	6/26/2025	222.15	0100	REIMBURSEMENT
14316574	MARK KIRCHER	6/26/2025	66.57	0100	MILEAGE
14316575	PAUL H. BROOKES PUBLISHING CO. INC.	6/26/2025	669.67	0100	INSTRUCTIONAL MATERIALS
14316576	LORENA GUERRERO	6/26/2025	293.02	0100	REIMBURSEMENT
14316577	DANNIS WOLIVER KELLEY	6/26/2025	23896.00	0100	LEGAL SERVICES
14316578	NATALIE LA ROSA	6/26/2025	299.58	0100	REIMBURSEMENT
14316579	PABLO J. SAINZ	6/26/2025	105.70	0100	MILEAGE
14316580	DAILY JOURNAL CORPORATION	6/26/2025	87.50	0100	PROFESSIONAL SERVICES
14316581	SARINA HEMUNGKORN	6/26/2025	237.40	0100	REIMBURSEMENT
14316582	PANERA BREAD COMPANY	6/26/2025	670.72	0100	REFRESHMENTS
14316583	NOHEMI YESCAS	6/26/2025	40.32	0100	MILEAGE
14316584	WEX BANK	6/26/2025	3763.65	0100	CONTRACTED SERVICES
14316586	VALERIE GONZALEZ	6/26/2025	181.55	0100	REIMBURSEMENT
14316587	KARLA MONTANEZ	6/26/2025	40.32	0100	MILEAGE
14316588	SDSU RESEARCH FOUNDATION NCUST	6/26/2025	150000.00	0100	CONTRACTED SERVICES
14316589	THE STEPPING STONE GROUP	6/26/2025	68662.26	0100	PROFESSIONAL SERVICES
14316590	FRANKIE ASIO	6/26/2025	53.63	0100	REIMBURSEMENT
14316591	EDTHEORY LLC	6/26/2025	27427.97	0100	PROFESSIONAL SERVICES
14316592	SUN DIEGO CHARTER	6/26/2025	7956.00	0100	CONTRACTED SERVICES
14316594	LEADERSHIP ASSOCIATES	6/26/2025	8300.00	0100	PROFESSIONAL SERVICES
14316595	PEDRO GUERRERO	6/26/2025	625.00	0100	CONTRACTED SERVICES
14316596	RODRIGO AMEZQUITA	6/26/2025	145.79	0100	REIMBURSEMENT
14316597	OPTUM FINANCIAL, INC	6/26/2025	277.20	0100	PROFESSIONAL SERVICES
14316598	OPTIMIZON	6/26/2025	1250.00	0100	CONTRACTED SERVICES
14316599	CONNECT4KIDS PSYCHOLOGICAL SERVICES INC	6/26/2025	4250.00	0100	PROFESSIONAL SERVICES
14316600	REBECCA BRAVO	6/26/2025	87.98	0100	REIMBURSEMENT
14316601	TIER ONE MECHANICAL, INC	6/26/2025	1948.40	0100	CONTRACTED SERVICES
14316604	MAIREN RUIZ	6/26/2025	406.43	0100	REIMBURSEMENT
14316608	RO HEALTH LLC	6/26/2025	1234.80	0100	PROFESSIONAL SERVICES
14316609	MERIT J RICHARDSON	6/26/2025	630.00	0100	PROFESSIONAL SERVICES

Expenditure Report

6/1/25-6/30/25

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14316610	PURCOR PEST SOLUTIONS	6/26/2025	4325.00	0100	CONTRACTED SERVICES
14316612	STEM FUSE, LLC	6/26/2025	2250.00	0100	CONTRACTED SERVICES
14316613	CINTHIA NUNEZ	6/26/2025	63.81	0100	REIMBURSEMENT
14316614	YURIDIA MARIN	6/26/2025	262.55	0100	REIMBURSEMENT
14316615	HOLLY BREEDLOVE	6/26/2025	29.12	0100	REIMBURSEMENT
14316616	MARTIN ARIAS	6/26/2025	235.55	0100	REIMBURSEMENT
14316617	PITNEY BOWES RESERVE ACCOUNT	6/26/2025	4242.08	0100	POSTAGE
14316618	REYNA LEONOR	6/26/2025	195.91	0100	REIMBURSEMENT
14316619	EMILY MACINTYRE	6/26/2025	257.79	0100	REIMBURSEMENT
14316620	SAN YSIDRO SCHOOL DISTRICT	6/26/2025	337.64	0100	PETTY CASH REPLENISH
14316622	WAXIE SANITARY SUPPLY	6/26/2025	18429.52	0100	CUSTODIAL SUPPLIES
14316623	ELIZABETH ORIGINALES	6/26/2025	47.74	0100	MILEAGE
14316624	CURRICULUM ASSOC. INC.	6/26/2025	3555.75	0100	INSTRUCTIONAL MATERIALS
14316625	SCHOOL SPECIALTY	6/26/2025	4164.27	0100	INSTRUCTIONAL MATERIALS
14316626	WESTERN PSYCHOLOGICAL SERVICES	6/26/2025	706.42	0100	INSTRUCTIONAL MATERIALS
14316627	OFFICE DEPOT	6/26/2025	4153.45	0100	OFFICE SUPPLIES
14316628	PLAY WITH A PURPOSE	6/26/2025	1998.04	0100	INSTRUCTIONAL MATERIALS
14316629	CDW GOVERNMENT LLC	6/26/2025	2372.64	0100	TECHNOLOGY SUPPLIES
14316630	HOME DEPOT	6/26/2025	4642.38	0100	TECHNOLOGY SUPPLIES
14316631	UNITED STATES POSTAL SERVICE	6/26/2025	2684.60	0100	BULK MAIL REPLENISH
14316632	MANUEL BOJORQUEZ	6/26/2025	129.73	0100	REIMBURSEMENT
14316633	WILLIAM V. MAC GILL & CO.	6/26/2025	1423.75	0100	MEDICAL SUPPLIES
14316634	JONES SCHOOL SUPPLY CO., INC.	6/26/2025	152.99	0100	INSTRUCTIONAL MATERIALS
14316635	ROCHESTER 100 INC.	6/26/2025	1896.40	0100	INSTRUCTIONAL MATERIALS
14316636	WALMART	6/26/2025	614.25	0100	INSTRUCTIONAL MATERIALS
14316637	SOUTHWEST SCHOOL & OFFICE	6/26/2025	9763.41	0100	INSTRUCTIONAL SUPPLIES
14316638	R&L PERFORMANCE AUTO SERVICE	6/26/2025	2514.32	0100	CONTRACTED SERVICES
14316639	SAN YSIDRO SCHOOL DISTRICT	6/26/2025	53656.52	0100	PCARD REPLENISH
14316640	BEST BEST & KRIEGER LLP	6/26/2025	57976.64	0100	LEGAL FEES
14316641	ELIZABETH GOMEZ	6/26/2025	81.60	0100	REIMBURSEMENT
14316642	AMAZON CAPITAL SERVICES	6/26/2025	361.64	0100	INSTRUCTIONAL MATERIALS
14316643	MAYURA VONGSAVATH	6/26/2025	181.09	0100	REIMBURSEMENT

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14316644	FRANCISCO ALBARRAN	6/26/2025	45.54	0100	REIMBURSEMENT
14316645	FLYERS ENERGY	6/26/2025	787.35	0100	TRANSPORTATION DIESEL
14316646	STOTZ EQUIPMENT	6/26/2025	3556.20	0100	GROUNDS SUPPLIES
14316647	NIRVANA BUSTOS	6/26/2025	168.45	0100	MILEAGE
Total Fund 01			**$ 2,726,114.70**		
14307680	SAFEWAY INC. -VONS DIVISION	6/9/2025	97.89	1200	REFRESHMENTS
14311551	AMAZON CAPITAL SERVICES	6/16/2025	5591.83	1200	OFFICE SUPPLIES
14313911	EARLY CHILDHOOD ASSESSMENT PROFESSIONALS	6/20/2025	8125.00	1200	PROFESSIONAL SERVICES
14313922	WAXIE SANITARY SUPPLY	6/20/2025	3589.14	1200	CUSTODIAL SUPPLIES
14313926	CDE,CASHIER'S OFFICE	6/20/2025	194194.00	1200	CONTRACTED SERVICES
14315389	CALIFORNIA DEPARTMENT OF TAX	6/23/2025	148.49	1200	USE TAX 2024-2025
14315395	SAN YSIDRO SCHOOL DISTRICT	6/23/2025	1815.00	1200	PCARD REPLENISH
14316603	CLARITZA LIMON	6/26/2025	17.92	1200	MILEAGE
14316636	WALMART	6/26/2025	135.47	1200	REFRESHMENTS
Total Fund 01			**$ 213,714.74**		
14307680	SAFEWAY INC. -VONS DIVISION	6/9/2025	968.50	1300	CAFETERIA CATERINGS
14307681	SMART & FINAL	6/9/2025	92.77	1300	CAFETERIA REFRESHMENTS
14309333	SELECTA INTERNATIONAL	6/12/2025	1480.06	1300	CAFETERIA FOODS
14309336	GOLD STAR FOODS	6/12/2025	132312.01	1300	CAFETERIA FOODS
14309339	INDUSTRIAL ELECTRIC	6/12/2025	1117.81	1300	CONTRACTED SERVICES
14309340	SYSCO SAN DIEGO INC.	6/12/2025	4410.00	1300	CAFETERIA FOODS
14309349	IMPERIAL DADE WEST COAST	6/12/2025	23659.55	1300	CAFETERIA FOODS
14309353	HOLLANDIA DAIRY INC.	6/12/2025	36184.57	1300	CAFETERIA FOODS
14309356	LLOYD PEST CONTROL CO.	6/12/2025	301.00	1300	CONTRACTED SERVICES

Expenditure Report

6/1/25-6/30/25

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14309358	ACE COOLERS INC	6/12/2025	2957.86	1300	CONTRACTED SERVICES
14309360	MEXAM ENTERPRISES, INC.	6/12/2025	251.20	1300	CAFETERIA SUPPLIES
14309361	AMERICAN PRODUCE DISTRIBUTORS	6/12/2025	5927.72	1300	CAFETERIA FOODS
14311535	PANERA BREAD COMPANY	6/16/2025	1935.09	1300	CATERING REFRESHMENTS
14311550	SIR SPEEDY PRINTING 02890	6/16/2025	173.63	1300	OFFICE MATERIALS
14311552	DOMINOS PIZZA	6/16/2025	31437.45	1300	CAFETERIA FOODS
14313925	SAFEWAY INC. -VONS DIVISION	6/20/2025	79.20	1300	CAFETERIA CATERINGS
14315390	SAN YSIDRO SCHOOL DISTRICT	6/23/2025	1532.93	1300	RCF REPLENISH
14315395	SAN YSIDRO SCHOOL DISTRICT	6/23/2025	5450.30	1300	PCARD REPLENISH
14316565	ANA BUSH	6/26/2025	105.49	1300	MILEAGE
14316593	E W TRUCK & EQUIMENT CO., INC	6/26/2025	593.33	1300	CONTRACTED SERVICES
14316611	YESENIA CHARLES	6/26/2025	82.81	1300	MILEAGE
Total Fund 13			**$ 251,053.28**		
14302569	U.S. BANK NATIONAL ASSOCIATION	6/2/2025	4203.28	2133	PROFESSIONAL SERVICES
14302580	PLACEWORKS	6/2/2025	6013.15	2133	CONTRACTED SERVICES
14302581	VITAL INSPECTION SERVICES INC.	6/2/2025	1760.00	2133	PROFESSIONAL SERVICES
14302582	GAFCON PM-CM LLC	6/2/2025	22221.06	2133	CONTRACTED SERVICES
14302583	BARNHART-REESE CONSTRUCTION, INC.	6/2/2025	79862.32	2133	PROFESSIONAL SERVICES
14313916	PLACEWORKS	6/20/2025	15360.50	2133	CONTRACTED SERVICES
14316571	COLBI TECHNOLOGIES, INC	6/26/2025	49776.50	2133	CONTRACTED SERVICES
14316585	PATHWAY COMMUNICATIONS LTD	6/26/2025	30098.55	2133	TECHNOLOGY EQUIPMENT
14316602	SCHOOL FACILITY CONSULTANTS	6/26/2025	3297.50	2133	PROFESSIONAL SERVICES
14316605	PLACEWORKS	6/26/2025	1135.00	2133	CONTRACTED SERVICES
14316607	GAFCON PM-CM LLC	6/26/2025	14749.60	2133	CONTRACTED SERVICES
14316621	WILKINSON HADLEY KING &	6/26/2025	20162.50	2133	PROFESSIONAL SERVICES
Total Fund 21			**$ 248,639.96**		
14304416	DANNIS WOLIVER KELLEY	6/5/2025	26743.81	2518	Legal Services
14316606	VITAL INSPECTION SERVICES INC.	6/26/2025	12320.00	2518	PROFESSIONAL SERVICES
Total Fund 25			**$ 39,063.81**		
14316570	NINYO & MOORE	6/26/2025	14259.17	4000	PROFESSIONAL SERVICES
Total Fund 40			**$ 14,259.17**		
Grand total			$ 3,492,845.66		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These grants/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students, and staff.

RECOMMENDATION:
Accept donations and grants valued at $5,000.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget? ☐ Yes ☐ No

Requisition #

$64,472.51	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

BOARD MEETING: 07-10-25		Donation / Grant		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Classroom of The Future Foundation	Sci Phy	$5,000.00	N/A	22nd Annual Innovation Award for Sci Phy Moderate/Severe Special Education STEAM Program

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT-RELATED ISSUES FOR SCHOOL YEAR 2024-2025

BACKGROUND INFORMATION:
Pursuant to regulations adopted by the State of California in the Williams Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The table below summarizes the complaints received for the fourth quarter from April 1, 2025, to June 30, 2025, of the 2024-25 school year for submission to the San Diego County Office of Education.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
Total	0	0	0

RECOMMENDATION:
Accept the Report of William's Settlement related complaints for the fourth quarter from April 1, 2025, to June 30, 2025, of the 2024-25 school year for submission to the San Diego County Office of Education. The District has not received any written complaints pertaining to teacher misassignment, instructional materials deficiencies, or facilities disrepair.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget? ☐ Yes ☒ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

BACKGROUND INFORMATION:
Pursuant to Education Code Section 17604 and Resolution No. 25/26-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2025-26 fiscal year, in the maximum amounts of $15,000 for public project contracts and $30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various district departments submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:
Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

See attached	Various Funding Sources
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

July 10, 2025

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Marina Village, LLC	Use of Facilities for the Management Team Leadership Academy. (2025-26)	$2,400.00	General	Adrianzen
2	Music Therapy Center of California	Provide music therapy to students who receive special education services per their IEP. (2025-26)	$4,000.00	Special Education	Bojorquez/Madera
2	IXL Learning	Licenses for IXL Math and Elevate I Programs for Willow Elementary School. (2025-26)	$9,970.00	Title I	Bojorquez/Cerda
3	Teens Rise Foundation	Provide an academic and wellness program at all schools. (2025-26)	N/A	N/A	Bojorquez/Ramos
4	LLoyd's Pest Control	Provide pesticide services. (2025-26)	$5,000.00	CNS / General	Iniguez
5	Merit J. Richardson	School transportation bus driver instructor training and other services on an "as needed" basis. (2025-26)	$10,000.00	General	Iniguez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Willow Elementary
Myrna Cerda, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE AGREEMENT WITH IXL LEARNING

BACKGROUND INFORMATION:
IXL is personalized learning online program with comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the unique needs of each learner. Research of this program indicates that schools using IXL outperforms schools using any other method.

IXL Math: Students using this program will gain fluency and confidence in Math, as it helps students master essential skills at their own pace through fun and interactive questions, built in support and motivating awards.

IXL Elevate is a personalized learning program designed to help students in grades K-8 master academic skills. Its key features include adaptive learning, real-time skill assessment, and diagnostics to identify areas where students need support.

Agreement includes:
- 700 licenses for Math (grades Pk-6)
- 1 Elevate I

RECOMMENDATION:
Approve/Ratify the license agreement with IXL Learning for the IXL Math and Elevate I programs at Willow Elementary School, with the total cost of $9,970.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE: Goal 1: Student Achievement, Enhance student achievement across all demographics, mainly focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$9,970.00	Title I Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1380085-1
DATE: MARCH 17, 2025

TO:
Myrna Cerda
Willow Elementary School
226 WILLOW RD
SAN YSIDRO, CA 92173

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Sarah Bourgeois	A24-6039182	July 1, 2025 - July 1, 2026	July 1, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades PK-6) Subject: Math	700	$13.25	$9,275.00
		Total Price	$9,275.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Elevate I	1	$695.00	$695.00
		Total Price	$695.00

TOTALS	
Total Subscriptions List Price	$9,275.00
Total Services List Price	$695.00
Grand Total	$9,970.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1380085-1. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1380085-1
March 17, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Myrna Cerda
Willow Elementary School
226 WILLOW RD
SAN YSIDRO, CA 92173

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Sarah Bourgeois	**A24-6039182**	**1380085-1**	**July 1, 2025 - July 1, 2026**

PAYMENT PLAN

Amount	Invoice date
$9,970	**July 15, 2025**
TOTAL	**$9,970**

Price valid until July 1, 2025

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

Marilyn Adrianzen, CBO

Board approved: _____

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Child Nutrition Services
Dr. Jose Iniguez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LLOYD'S PEST CONTROL

BACKGROUND INFORMATION:
The District has staff that is certified in the procedures of pesticide chemicals and applications. At times, there is a need for assistance to cover all the District's facilities' needs. The District would like to continue to have an agreement in place with Lloyd Pest Control to provide these services every month for all kitchens, cafeterias, and warehouses, and the school sites on an "as-needed basis."

RECOMMENDATION:
Approve/Ratify the agreement with Lloyd Pest Control for 2024-2026 at an approximate cost of $5,000.00 from the Child Nutrition and General funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☒ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$5,000.00	Child Nutrition & General Funds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of July, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Lloyd Pest Control
Company/Consultant

(619) 668-1937 / Service (800) 223-2847
Telephone Number

935 Sherman Street, San Diego, CA 92110
Address

dee.montano@lloydpest.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: July 1, 2024 To: June 30, 2026

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE
(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $2,000,000.
2. **Automobile Liability: $1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(Any self-retained limit shall be greater than $25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** WAIVED

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status
The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO

Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and

other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Termination for Cause. This Agreement may be terminated by the Service Provider upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	LLOYD PEST CONTROL, LLC
Name:	Dee Montano
Title:	Account Manager
Address:	935 Sherman Street
City/State/Zip code:	San Diego, CA 92110
Telephone:	(619) 668-1937
Email:	dee.montano@lloydpest.com / info@lloydpest.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Dr. Jose Iniguez
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 X3065
Email:	marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

6 ENTIRE AGREEMENT
This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT	**DISTRICT**
LLOYD PEST CONTROL	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Dee Montano Asst Manager	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
07/01/25	
Date:	Date
619 843-3746	
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

_____ (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

_____ (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (*Initial*) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

_____ (*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (*Initial*) Consultant's individuals/employees who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form.

_____ (*Initial*) Consultant will provide a list of their employees' names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____ (*Initial*) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assemby Bill 1667.

Consultant Hoyd Pest Control

Name/title of authorized representative *(Print)* Dee Montano

Signature _____ Date 01/01/25

EXHIBIT A
SCOPE OF SERVICES

Lloyd's Pest Control understands that 24-hour Warning postings and 72-hour Notices to District's parents and staff are required by California Ed. Code; therefore, Lloyd's will provide a 2-week notice to the District before performing any monthly/routine service or additional services that are requested by the District.

Furthermore, Lloyd's Pest Control will provide the Material Safety Data Sheets of the pesticide products they will be using during the school year (July 1 to June 30). This information is to be kept up-to-date at all times.

Refer to attached Commercial Service Proposal for 2025-26.

SCHOOL NAME	ADDRESS	AREAS MONTHLY SERVICED	MONTHLY COST	ANNUAL COST
Smythe School	1880 Smythe Ave	Kitchen Only	$43.00	$516.40
La Mirada School	222 Ave De La Madrid	Kitchen Only	$43.00	$516.40
Sunset School	3825 Sunset Ln	Kitchen Only	$43.00	$516.40
Willow School	226 Willow Rd	Kitchen Only	$43.00	$516.40
Ocean View Hills School	4919 Del Sol Blvd	Kitchen Only	$43.00	$516.40
Vista Del Mar School	4885 Del Sol Blvd	Kitchen Only	$43.00	$516.40
San Ysidro Middle School	4345 Otay Mesa Rd	Kitchen Only	$43.00	$516.40

Approved by Lloyd's Pest Control: _____
Authorized Representative

Lloyd Pest Control
1331 Morena Blvd #300
San Diego, CA 92110
1-800-223-2847
www.lloydpest.com

Commercial Service

Proposal

Customer Information

#204097 MASTER AGREEMENT
4350 Otay Mesa Rd
San Ysidro, CA 92173

#204097 San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

MASTER AGREEMENT 2025 THUR 26
sarah.spero@sysdschools.org
619-428-4476

Commercial Service Program

What makes Lloyd Pest Control unique?

Since 1931, Lloyd Pest Control has been providing Southern California businesses with quick and effective solutions, delivered by an award-winning customer service staff.

Southern California pest experts for more than 90 years.

We were born here, we know the challenges faced by local property managers. Roaches, rodents, ants, termites – and more – we've got you covered.

Best-trained service technicians in the industry.

All of our training and continuing education classes are led by our entomologist, biologist, and Quality Control department.

We stand behind our work with industry-best guarantees.

Our experience and dedication have given us the confidence to offer a 100% money-back guarantee. If you don't love our service, we'll refund every penny that you've paid us.

24-hour emergency response.

We have grown to become the largest pest control provider in our service area - our technicians are always nearby when you need them.

Centralized billing. Service slips, reports at the ready… 24/7.

Our technicians enter service details into handheld devices that are synched each day with your own personalized customer portal. Log on to view details of your services. We can consolidate or separate accounts billing per your need.

52% of our new customers are referrals.

Our customers trust us - and they believe in our ability to help their neighbors and colleagues. Most of our new customers are referred to us by existing customers. We are winners of the Angie's List Super Service Award – and have been designated a "People Love Us On Yelp" business.

We build our reputation by protecting yours.

Property managers - especially here in Southern California - are in a vulnerable position in the online marketplace. Map-linked reviews, social media and other online sites are viewed by commercial tenants when searching for properties. Most pest infestations aren't born inside the buildings. They're imported. They come in with crates and boxes, or they find their way inside while foraging near outside doors and sanitation areas. It's important to have a pest control partner that's got your back.

Dedicated account management.

Your dedicated commercial account manager works with our service staff to assess your needs now - and moving forward, so that we're all ready when new challenges arrive at your loading door.

BrandSecure: inspections and targeted treatments.

With each visit we monitor pest activity, and assess trends and vulnerabilities. We provide targeted treatments for roaches, ants and other occasional invaders. And we partner with you to remove any conducive conditions - inside or outside.

Fly baiting strategies.

We craft a game plan utilizing insect monitors and we employ a cutting-edge baiting strategy in the areas where flies congregate.

Not just the standard crawl-y pests.

Lloyd Pest Control offers solutions for termites, bed bugs, and gophers. We also provide for the removal of nuisance wildlife and birds.

Quality Control inspections & rodent stations.

Our QC department conducts inspections at commercial accounts to ensure that we are providing the highest quality of service. Treatment protocols are designed by our in-house entomologist.

Programs to assist in training your staff.

Our technical staff is happy to provide programs and classes to help train your employees in partnering with our pest control and sanitation efforts.

3rd party audits & health department inspections.

We provide reporting and support materials to assist you in 3rd party audits for certifications, and to provide proof of your best practices for handling health department inquiries or complaints.

The best pest service for your properties - guaranteed!

There are two reasons that we offer the strongest property management guarantees in the pest control industry. We believe in the quality of our service. And we want you to see the degree to which we stand behind our work. We are proud to offer you the following guarantee:

100% money-back guarantee.

We are so certain that you'll be ecstatic with Lloyd Pest Control that we invite you to use us for 90 days. If you don't love our service, we will refund every penny that you've paid us.

Your Lloyd Pest Control service includes an initial clean-out visit, and regular maintenance services. If you have any issues between your regularly scheduled services, let us know and we'll send somebody out to fix the problem ASAP – at no additional charge

The cost for this service is subject to change, with advance notification from Lloyd Pest Control. The service will continue in perpetuity unless canceled by the customer in writing. All services will be performed during normal business hours, unless otherwise specified within the agreement. Lloyd Pest Control will not be held liable for any damages caused by pests. This agreement does not include the control of flies, mosquitoes, wood-destroying insects (such as termites, wood beetles, carpenter ants, etc.), and other flying insects.

Proposal Details

One-Time

Description	Notes	Price
Service Setup - Cost of Setup is included in the Initial Fee below	PLEASE SEE THE MASTER QUOTE FOR THE YEAR 2025-2026 ACCOUNT 1325332 WILLOW SCHOOL $43 A MONTH ACCOUNT 1325118 SUNSET SCHOOL $43 A MONTH ACCOUNT 1325100 SAN YSIDRO MIDDLE SCHOOL $43 A MONTH ACCOUNT 1325050 LA MIRADA SCHOOL $43 A MONTH ACCOUNT 1324954 SMYTH SCHOOL $43 A MONTH ACCOUNT 216461 VISTA DEL MAR SCHOOL $43 A MONTH ACCOUNT 204085 OCEAN VIEW HILLS ELEMENTARY $43 A MONTH	$0.00

Details

- Covered Pests: Ants/Roaches/Spiders/Crawling Insects

Pricing

Dee Montano

LLOYD PEST CONTROL

CLIENT

Dee Montano - 06/16/25

Additional Information

State law requires that you be provided with the following information: "Caution — Pesticides are toxic chemicals. Structural Pest Control companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized." "If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control company immediately."

For further information, contact any of the following:

Lloyd Pest Control (800) 223-2847

Poison Control System (800) 222-1222

County Health Dept. (Health Questions):

Los Angeles County (800) 427-8700

Orange County (800) 564-8448

Riverside County (951) 358-5000

San Bernardino County (800) 782-4264

San Diego County (619) 692-8499

Ventura County (805) 981-5101

County Agriculture Commission (Application Information):

Los Angeles County (626) 575-5471

Orange County (714) 955-0100

Riverside County (951) 955-3011

San Bernardino County (800) 734-9459

San Diego County (858) 694-8980

Ventura County (805) 388-4222

Structural Pest Control Board (Regulatory Information):

2005 Evergreen Street, Suite 1500, Sacramento, CA 95815 (800) 737-8188

Materials

The following is a list of possible chemicals that may be used on your property. The pests to be controlled could include; ANTS, BED BUGS, BIRDS, CRAWLING INSECTS, FLYING INSECTS, MOSQUITOES, ROACHES, RODENTS, SPIDERS, STINGING INSECTS, STORED FOOD PRODUCT PESTS. !DOCTYPE html>

- Advance: Abamectin
- Advion: Indoxacarb
- Alpine: Dinotefuran
- Altosid: Methoprene
- Arilon: Indoxacarb
- Avert DF: Abamectin
- Bedlam: Sumithrin
- Bedlam Plus: Phenothrin & Imidacloprid
- Bifen I/T: Bifenthrin
- BorActin: Orthoboric Acid
- CB-80 Extra: Pyrethrin & Piperonyl Butoxide
- Cimexa: Silicon Dioxide as Amorphous Silica
- Crossfire: Clothianidin & Metofluthrin
- Cy-Kick CS: Cyfluthrin
- DeltaGard G: Deltamethrin
- Demand: Lamba-Cyhalothrin
- D Foam: Deltamethrin
- Distance: Pyridine
- Dominant: Sodium Tetraborate Decahydrate
- Doxem: Indoxicarb
- Dragnet SFR: Permethrin
- Drione: Silica Aerogel & Pyrethrin
- DSV: Chloride
- Exciter: Pyrethrin/Piperonyl Butoxide
- Gentrol: (s)-Hydroprene
- In2Mix: Pyridine, Beauveria bassiana
- InTice Thiquid: Sodium Tetraborate Decahydrate
- LD-44T: Pyrethrin
- Maxforce: Fipronil
- Maxforce Fly Spot Bait: Imidacloprid
- Merit 75: Imidacloprid

- Micro Care - Pyrethrin / Piperonyl Butoxide
- Mother Earth Granule Scatter Bait: Boric Acid
- Niban: Orthoboric Acid
- Contrac: Bromadialone
- Ditrac: Diphacinone
- Fastrac: Bromethalin
- Final: Brodifacoum
- FirstStrike: Difethialone
- Flatline Soft Bait: Chlorophacinone
- Fumitoxin: Aluminum Phosphide
- Gopher Getter I: Strychnine
- Gopher Getter II AG: Diphacinone
- Ground Squirrel Bait by Wilco AG: Diphacinone
- JT Eaton Bait: Diphacinone
- Liquatox: Diphacinone
- Martin's Gopher Bait 50: Strychnine
- Omega Gopher Grain Bait: Strychnine
- OvoControl: Nicarbazin
- PCQ: Diphacinone
- RCO Omega Gopher Grain Bait: Strychnine
- Resolve: Bromadiolone
- Rozol: Chlorophacinone
- Selontra: Cholecalciferol
- Talprid: Bromethalin
- Terad 3: Cholecalciferol
- Other: _____

- Chase Gopher and Mole Repellent - Castor Oil / Sedium Lauryl Sulfate
- Clove Oil
- Hot Spot foam - Microbes
- In Vade Bio: Bacillus Bacterial Spores
- Phenethyl Propionate
- Rosemary & Peppermint Oil
- Thyme Oil
- Nibor-D: Disodium Octaborate Tetrahydrate
- NyGuard: Pyriproxyfen

- Onslaught FastCap: Esfenvalerate, Prallethrin & Piperonyl Butoxide
- Optiguard: Thiamethoxam
- Phantom: Chlorfenapyr
- Precor: Methoprene
- Precor 2000: Methoprene, Permethrin, Phenothrin & Piperonyl Butoxide
- Proflex: Lamda Cyhalothrin, Novaluron, Pyriproxyfen
- Purge III: Pyrethrin/Piperonyl Butoxide
- Pyrocide 100 or 300: Pyrethrin & Piperonyl Butoxide
- Sluggo Granules: Iron Phosphate
- Steri-fab: Isopropanol
- SureKill LD-44T: Pyrethrin
- Suspend: Deltamethrin
- Tandem: Thiamethoxam and Lamda-cyhalothrin
- Temprid FX: Imidacloprid/Cyfluthrin
- Termidor: Fipronil
- Terro: Borax
- Top Choice: Fipronil
- Tri-Die: Pyrethrin
- ULD-300/100: Pyrethrin & Piperonyl Butoxide
- Vendetta: Clothianidin, Pyriproxyfen
- Wasp Freeze: Prallethrin
- Zenprox: Etofenprox
- Other: _____

- Avitrol: Aminopyridine
- Avalon Gopher Bait: Strychnine

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services,
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MARINA VILLAGE, LLC

BACKGROUND INFORMATION:
San Ysidro School District's administrative staff will conduct their annual Management Team Leadership Academy to prepare, review, and finalize action items for the 2025-2026 school year. The Marina Village Conference Center will be the location of the July 15-16, 2025 Management Team Leadership Academy.

RECOMMENDATION:
Approve/Ratify the agreement with Marina Village LLC for the use of their facilities for the Management Team Leadership Academy at an estimated cost of $2,400.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Estimate $2,400.00	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CONFERENCE & SEMINAR CONTRACT

CLIENT #:	SYSDSC
CLIENT:	San Ysidro School District
DATE(S) OF FUNCTION:	July 15-16, 2025
TIME OF FUNCTION:	7:00am-5:00pm
CONTACT:	Miguel Ortega
ADDRESS:	4350 Otay Mesa Rd San Ysidro, CA 92173
PHONE:	616-428-4476 x 3023
EMAIL:	miguel.ortega@sysdschools.org

NUMBER OF ATTENDEES: 30 (u-shape)

ROOM (s): Bayview

EQUIPMENT: U-shape for 30 up front, rounds in back

USE OF EVENT ROOM: Meeting

DEPOSIT: A Deposit in the amount of $2400.00 is required with signed Contract.

Once CLIENT signs and returns this Conference & Seminar Contract ("Contract") to SCPT Marina Village, LLC, a Delaware limited liability company ("CENTER"), along with the required fee specified below, CLIENT's reservation will be confirmed and considered a definite booking of the meeting room at Marina Village, 1936 Quivira Way, San Diego, CA 92109 ("Marina Village") commonly referred to as Bayview Room (the "Event Room") at the cost of $1200.00 per day (the "Fee").

FEES & CHARGES

The charge for the Event Room, the equipment charge, and any other special service charges shall be as set forth below in the Summary of Charges.

Final arrangements must be confirmed with the CENTER no less than three (3) working days prior to the event date. Should any changes to the room set-up occur after the room is set, CLIENT will incur an additional labor charge at the rate of $40.00 per hour with a minimum one (1) hour charge.

OCCUPANCY

In no case shall occupancy exceed posted occupancy limitations as defined by the San Diego City Building Department. In the event the attendance to the event exceeds the legal capacity of the room, CLIENT will be in default and the CENTER has the right to immediately terminate the remainder of the event.

CANCELLATION POLICY / AMENDMENTS

If CENTER receives written cancellation notice from CLIENT greater than twenty-one (21) calendar days prior to scheduled meeting date, fifty (50%) percent of the contract value shall become due. If CENTER does not receive written cancellation notice from CLIENT at least twenty-one (21) calendar days prior to scheduled meeting date, seventy-five (75%) percent of the contract value shall become due. This amount will be billed to CLIENT, due and payable upon receipt.

CENTER reserves the right to cancel this Contract at any time, with or without notice, in the event that any term, condition or promise in this Contract has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing. If the CENTER brings any action to enforce any of the terms, conditions or promises in this Contract, it shall be entitled to its reasonable attorney's fees incurred in such an action.

All changes to the Contract or cancellations must be in writing (letter or facsimile) and signed by CLIENT or their authorized agent; provided, however, that the requirement that cancellations be in writing does not apply in the case of CLIENT's failure to make deposits on time. Changes are not an amendment to this Contract unless signed by the CENTER's agent.

TERMS & CONDITIONS

By execution of this Contract and conducting the event, CLIENT shall be deemed to have accepted the Event Room in an "as is" condition and as being in acceptable order, condition and repair. Marina Village does not warrant that all of the facilities meet all of the ADA Compliance requirements, however most of the rooms are accessible and the CLIENT must advise CENTER if an accessible room is needed for the event so this requirement can be accommodated.

CLIENT represents that the event will be hosted by CLIENT. CLIENT shall have no right to assign this Contract without CENTER's prior written consent which may be withheld at CENTER's sole option.

The CENTER reserves the right to assign another room for CLIENT's function in the event that the room originally designated for such function shall become unavailable. Any such changes shall be at the sole discretion of the CENTER.

If any liquor is served during the event it must be served at a "hosted" bar. Any sale of liquor during the event must be pursuant to a liquor license and appropriate liquor liability insurance, a copy of which must be submitted to CENTER prior to the event. If alcohol is served it must be accompanied by a reasonable offering of food and CLIENT assumes full responsibility for the actions of guests who become intoxicated and shall not allow minors to consume alcohol during the event. The determination of "reasonable" is solely at the discretion of CENTER. CLIENT agrees not to allow anyone under 21 years of age to consume alcoholic beverages in any room or the grounds of Marina Village. In accordance with City Ordinance 56.54 alcoholic beverages must be consumed within the premises. Any violations of this law would threaten the potential liabilities of the CENTER and therefore is grounds, within the sole and absolute discretion of the CENTER, for terminating this Contract without notice and without a refund to the CLIENT. CLIENT agrees to be responsible to ensure that none of its INVITEES engage in any conduct or activities within the Event Room or the grounds of Marina Village that violate any ordinance or law.

If CLIENT borrows and fails to return any and all keys for the Event Room within twelve (12) hours of the scheduled completion of the event, the Event Room will be re-keyed at CLIENT's sole expense of $200.

CLIENT acknowledges and agrees that (i) there are a number of rooms at Marina Village at which events are hosted and, as a result, there may be other events that occur at the same time as the event that CLIENT is hosting and CENTER is not responsible for the actions of the invitees at such events, (ii) CLIENT's guests will be restricted to participation in CLIENT's event and shall not be entitled to participate in any other events that may occur during CLIENT's event in another portion of Marina Village, (iii) not all buildings and grounds of Marina Village are accessible to disabled persons, (iv) CENTER shall bear no responsibility for ensuring that its buildings and grounds are accessible to disabled persons, and (v) access to the marina itself is not restricted by a fence.

Neither CENTER nor CENTER's officers, directors, shareholders, trustees, principals, employees, agents, contractors, predecessors, successors and/or assigns (whether disclosed or undisclosed) (collectively referred to herein as the "CENTER PARTIES") shall be liable to CLIENT or to CLIENT's guests, invitees, licensees, agents, employees and/or independent contractors (collectively referred to herein as the "INVITEES"), for any losses, liabilities, obligations, claims, damages, expenses, costs (including without limitation attorneys' fees), penalties or fines (collectively referred to herein as "DAMAGES") incurred in connection with or arising from the fact that any buildings and/or the grounds at Marina Village are not accessible to disabled persons and/or the fact that access to the marina is not controlled.

ACCESS & INDEMNITY

CLIENT acknowledges that Marina Village is located on parklands with full public access. CLIENT takes full responsibility for crowd control.

CLIENT acknowledges being informed, and shall assume full responsibility for informing its INVITEES who may have a need for such information, that rest rooms that are accessible to disabled persons are located in the area identified on Exhibit "B" attached hereto. CLIENT agrees to inspect the Event Room prior to or within 72 hours of signing this Contract to ensure suitability of the Event Room for the planned event and the anticipated guests or supporting equipment. CLIENT is advised that the second story rooms and seating areas are not serviced by elevators and some of the rooms require the use of public restroom facilities. CLIENT acknowledges that access to the docks and gangway to the docks is restricted and that its Invitees shall not be granted access to this portion of Marina Village during the event.

CLIENT hereby agrees to indemnify, defend, and hold harmless CENTER and the CENTER PARTIES from and against any and all DAMAGES, arising from (a) the use of any room and/or the grounds of Marina Village by CLIENT and/or the INVITEES, or (b) from CLIENT's activities or the activities of the INVITEES in any room and/or on the grounds of Marina Village, including in the waters of the marina, or (c) from anything done, permitted or suffered by CLIENT or the INVITEES in any room or on the grounds of Marina Village, including, but not limited to, activities conducted by any vendor engaged by CLIENT to provide food and beverages, or (d) from CLIENT's failure to observe or perform any agreement or promise under this Contract. This indemnity obligation shall survive the termination of the Contract.

CLIENT agrees to be responsible for any damage done by the CLIENT, the INVITEES, or other agents under the CLIENT's control. The CENTER will not assume or accept responsibility for conditions beyond the control of the CENTER or damage to or loss of any merchandise or articles left in the room prior to, during, or following the CLIENT's function.

In event of an emergency that requires fire, police or emergency medical personnel, CLIENT agrees to call 911 immediately. In these cases, CENTER would act in the same manner and the emergency response may be unduly delayed if CLIENT delays. CENTER's security personnel are not trained or qualified to administer emergency services. On-Site staff may be located at the office during business hours (619-222-1620) or after hours at (619) 666-5418 (primary) or (619) 778-6415 (secondary).

If CENTER is required to bring any action to enforce any of the terms, conditions or promises in this Contract, CENTER shall be entitled to reimbursement for its reasonable attorney's fees incurred in such an action.

SUMMARY OF ESTIMATED CHARGES

Total Room Charge:	$2400.00		
Equipment	$0.00		
Total Charge	$2400.00	+ Additional Equipment	
Less Initial Payment:	($2400.00)	Due with signed contract	
Balance	$0.00	+ Additional Equipment	Due upon invoice

It is understood by CLIENT that this Contract is tentative and not binding until the initial payment (Fee) of the event deposit and this signed Contract is received and countersigned by CENTER's representative. Continued room availability is subject to receipt of an executed copy of the Contract and the deposit.

CLIENT:

_____ _____
Date

Print Name: _____

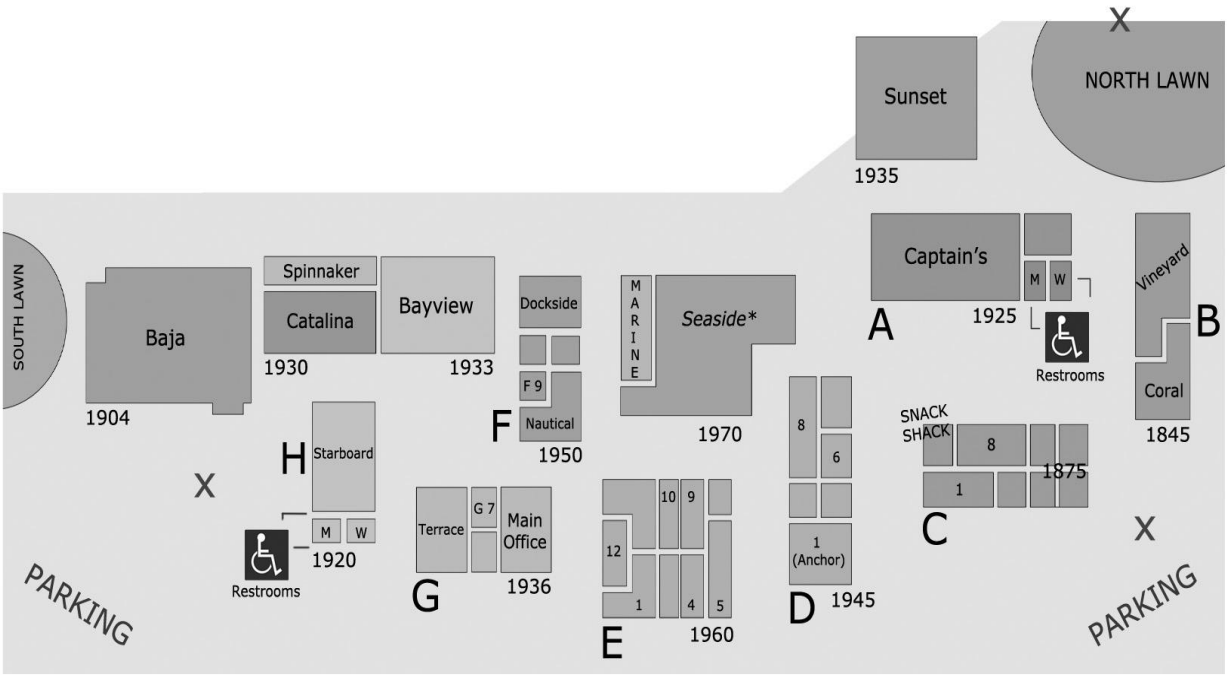
CENTER:

SCPT Marina Village, LLC, a Delaware limited liability company
By: CHM Hotels Inc., its Property Manager

By: _____ _____
Date

Title: _____

EXHIBIT “B”
ADA Compliant Restroom Locations



SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Jose F. Iniguez, Ed.D., Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MERIT J. RICHARDSON, SCHOOL TRANSPORTATION CONSULTANT

BACKGROUND INFORMATION:
During the year, bus drivers must be state-certified to keep up with California Highway Patrol regulations. Ms. Richardson is a certified School Bus Driver Instructor with the California Department of Education. She will prepare one of the District's employees for the State Bus Instructor/Delegate Training Program. Other consultation services and operational services are available upon request.

Once this training is complete and the employee is certified as a School Bus Driver Instructor, she can provide classroom instruction, documentation, and updates to driver records to ensure compliance for the District and its drivers.

Hourly rate:: $105.00 - not to exceed $10,000 per year.

RECOMMENDATION:
Approve/Ratify the agreement with Merit J. Richardson, School Transportation Consultant, to provide School Bus Driver Instructor training and other services during FY 2025-26 in an amount not to exceed $10,000.00 which will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
NOT TO EXCEED $10,000.00 (Amount)	General Fund (Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Merit J. Richardson, School Transportation Consultant	760-803-7004
Company/Consultant	Telephone Number
P.O. Box 588, Santa Ysabel, CA 92070	N/A
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2025 To June 30, 2026 "as needed" basis

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	Merit J. Richardson
Title:	School Bus Driver Instructor / Consultant
Address:	P. O. Box 588
City/State/Zip Code:	Santa Ysabel, CA 92070
Telephone:	(760) 803-7004
Email:	meritjonw@gmail.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Dr. Jose Iniguez
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

Proposal Submitted To:
San Ysidro School District
Jose F. Iniguez, Assistant Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173

EXHIBIT A

PROPOSAL TO PROVIDE:

PUPIL TRANSPORTATION CONSULTATION AND TRAINING SERVICES

- Preparation of candidate(s) for State School Bus Instructor/Delegate Training program
- Inspect record keeping for compliance.

In addition to the above-proposed items, the following Consultation and operational assistance for the Transportation Department is available upon request:

- State approved Classroom and Behind-the-Wheel school bus driver training
- Required in-service training
- Review and complete required training documentation
- Review operational procedures and provide suggested additions and revisions.
- Review routing and school bus stop compliance as requested
- Assistance with recruitment and selection of Transportation personnel as requested
- Either party may terminate services with written notice
- The School District will not be responsible for any additional expenses unless agreed to in writing
- The School District will provide the facility, classroom supplies, and vehicles for the required training.

Compensation rate = $105.00 per hour.

On an "as needed" basis. Not to exceed $10,000/year

This proposal is valid for the 2025-2026 school year.

P.O Box 588 Santa Ysabel, Calif 92070
760-803-7004
meritjonw@gmail.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE MUSIC THERAPY CENTER OF CALIFORNIA

BACKGROUND INFORMATION:
Music therapy can promote learning and skill acquisition to help the child attain educational goals. According to the American Music Therapy Association, music is processed by a different area of the brain than speech and language, so a child may be able to absorb information when associated with music. Music therapists use a range of music-based interventions and approaches to meet the individual needs of the child with disabilities. Music therapy interventions engage children and foster capacity for flexibility, creativity, variability and tolerance of change.

The Music Therapy Center of CA will be providing music therapy to a student with special needs per Individualized Education Program (IEP).

RECOMMENDATION:
Approve the agreement between the San Ysidro School District and The Music Therapy Center of CA for the school year 2025-2026, to provide music therapy to students who receive special education services per their Individualized Education Plan Cost implications. The cost implications are estimated at $4,000 and will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1 Student Achievement, Action # 1.8: Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$4,000.00	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July 2025, by and between the San Ysidro School District, hereinafter called the "District", and

The Music Therapy Center of CA	(619) 299-1411
Company/Consultant	Telephone Number
7297 Ronson Rd Suite H ~~7370 Opportunity Road, Ste. E~~, San Diego, CA 92111	www.themusictherapycenter.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2025 To: June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability: ISO** Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*
   District waives _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
   District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
   District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include

policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that
Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.
(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.

- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

- As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

- Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

- Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**The Music Therapy Center of CA**
Name:	Julie Guy
Title:	M.M., MT-BC
Address:	~~7370 Opportunity Road, Ste. E~~ 7297 Ronson Rd St H
City/State/Zip Code:	San Diego, CA 92111
Telephone:	(619) 299-1411
Email:	info@themusictherapycenter.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	DISTRICT
Professional Tutors of America, Inc.	**San Ysidro School District**
Firm Name	Firm Name
Julie M Guy	
Signature of Authorized Agent	Signature
Julie Guy, M.M., MT-BC	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
6/18/25	
Date:	Date
	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

JG (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

JG (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

JG (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

JG (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

JG (*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

JG (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: The Music Therapy Center of CA

Name/title of authorized representative *(Print)* Julie Guy, M.M., MT-BC

Signature Julie M Guy Date 6/18/25

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

SCOPE OF WORK

Music Therapy Rates for IEP Services & IEE's

The Music Therapy Center of California holds General Liability and Professional Liability Insurance for all board certified music therapists. Services include musical equipment, resources, mileage and drive time.

Description	Unit Price
MUSIC THERAPY IEP ASSESSMENT Includes records review of IEP and related reports, interviews and completion of IMTAF form by related professionals (parents, teacher, SLP, OT, etc.), observation in non-music setting, direct music therapy evaluation, drive time and mileage, report preparation and 1-hour IEP meeting attendance.	$ 1,200
MUSIC THERAPY DIRECT SERVICE/VIRTUAL/CONSULTATION/REPORT WRITING/IEP MEETING ATTENDANCE (per contracted hour) Contracted hourly rate for direct music therapy services, data collection, consultation with IEP team, materials preparation, trainings, additional IEP meeting attendance, etc. Please note that we do not go to a school site for less than 1 contracted hour. If there is only 1 student at a school site that is receiving services (even if it is only 30 min direct service), the full contract hr rate is charged to allow for data, set up/clean up etc.	$ 170

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TEENS RISE FOUNDATION

BACKGROUND INFORMATION:

The Teens Rise Foundation was founded in 2018 by enthusiastic volunteers determined to foster academic and life success. This is a non-profit organization dedicated to supporting underserved youth, particularly first-generation and low-income students, by providing them with academic, athletic, and wellness programs to help them succeed in college and beyond, focusing on areas like college preparedness, mentorship, and financial assistance.

Educational Services would like to renew the agreement with the Teens Rise Foundation to continue the services for students in grades 6th – 8th at all our schools during the 2025-26 school year.

Services to be provided include:

- Provide a weekly tennis program during school or after school hours through certified USTA tennis coaches and provide all necessary equipment and curriculum that aligns with PE standards.
- Support with family engagement events in partnership with each school to support family engagement activities.
- Access to an online academic platform designed to assist students through multi- subject tutoring support and personalized learning instruction for grades 6-8.
- Provide yoga and mental wellness program for middle schools through certified yoga mentors.
- Administer pre- and post-surveys to students with Hello Insight's to track improvements in positive youth development and social and emotional learning through Hello Insight.
- Collect feedback from school staff on coaches' performance and overall satisfaction.

The term of this agreement is July 28, 2025, through June 30, 2026, at no cost to the District.

RECOMMENDATION:

Approve the agreement with the Teens Rise Foundation to provide an academic, athletic, and wellness program at our schools during the 2025-26 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: School Culture, Climate and Student Well-Being ~ Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond. Action 2.5

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

N/A	
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11 day of July, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Teens Rise Foundation	(619)392-4284
Company/Consultant	Telephone Number
7514 Girard Ave. #1163, La Jolla CA	www.teensrise.org
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 28, 2025 To June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	TEENS RISE FOUNDATION	
Name:	Gaby Millan	
Title:	Executive Director	
Address:	7514 Girard Ave. #1163	
City/State/Zip Code:	La Jolla, CA 92037	
Telephone:	(619)392-4284	
Email:	gaby@teensrise.org	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	**Manuel Bojorquez**
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Manuel.bojorquez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Teens Rise Foundation
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Teens Rise Foundation

Name/title of authorized representative *(Print)* Gabriela Millan

Signature _____ Date _____

EXHIBIT A – STATEMENT OF WORK

VENDOR shall provide the following services to **San Ysidro School District** under this Agreement (collectively, the "Services"):

- VENDOR will provide all the services identified in Exhibit A (Statement of Work) to this Agreement, including any specific objectives, performance timelines, and measures as described therein.
- VENDOR agrees to be fully responsible for its own self-employment, federal and state income taxes, and indemnifies **San Ysidro School District** for the payment of such taxes.
- VENDOR shall provide all the labor, equipment and materials to accomplish the Project and fulfill its obligations under this Agreement. **San Ysidro School District** is not responsible for procuring any property or services needed to carry out the

1. Description of Services:

1.1. Vendor shall:

1.1.1. Provide a weekly tennis program during in school or afterschool hours through certified USTA tennis coaches and provide all necessary equipment and curriculum that aligns with PE standards.

1.1.2. Support with family engagement events in partnership with each school to support family engagement and activities.

1.1.3. Provide access to an online academic platform designed to assist students through multi- subject tutoring support and personalized learning instruction for grades 6-8th.

1.1.4. Provide yoga and mental wellness program for middle schools through certified yoga mentors.

1.1.5. Ensure a sign-in sheet is maintained for each session to document each youth who participates in services.

1.1.6. Administer pre- and post-surveys to students with Hello Insight's to track improvements in positive youth development and social and emotional learning through Hello Insight.

1.1.7. Collect feedback from school staff on coaches performance and overall satisfaction.

1.1.8. Fulfill the following requirements-

1.1.8.1. VENDOR shall submit to **San Ysidro School District** a roster of VENDOR'S staff at each Site to include contact information (work telephone, cellular phone, e-mail address). Initial roster is due to the **San Ysidro School District** prior to the start of the new school year and every first of the month thereafter.

1.1.8.2. VENDOR shall require each program staff to wear a VENDOR name photo identification badge.

1.1.8.3. VENDOR shall provide all necessary training and supervision of staff to meet all contractual obligations.

1.1.8.4. VENDOR shall ensure program staff conforms to appropriate professional conduct, which includes but is not limited to positive interaction with students, parent/guardians, and school staff, use of personal cell phone, and dress code.

1.1.8.5. VENDOR certifies that all VENDOR employees who work directly with pupils at the Site will have a TB test and live scan investigation, which consists of FBI and DOJ clearances.

1.1.8.6. VENDOR assumes financial responsibility for VENDOR staff taking or being placed on leave (i.e. sick leave, workers compensation, vacation, administrative leave).

1.1.8.7. The VENDOR certifies its employees who work directly with pupils at the site will be trained in First Aid and CPR.

1.1.8.8. The VENDOR shall ensure that all staff members who work directly with the pupils at the Site will comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 111666, et seq. prior to placement at Site. VENDOR shall adopt

the **San Ysidro School District** child abuse reporting procedure and collaborate with **San Ysidro School District** to provide annual training to all its employees regarding mandated reporting of child abuse and missing children.

1.1.8.9. The VENDOR shall comply with the **San Ysidro School District** Safety procedures, including but not limited to:

1.1.8.9.1. **San Ysidro School District** District's emergency and disaster procedures aligned with the Site emergency disaster plan, shall be provided by **San Ysidro School District** to VENDOR upon execution of this Agreement, including an evacuation and reunification plan for use during program hours.

1.1.8.9.2. VENDOR shall report any injury or incident (i.e. an injury involving medical attention or involving police or social services, student leaving area for students under the direct supervision) **San Ysidro School District** within 24 hours of the incident, utilizing the **San Ysidro School District** provided incident report form or the injury report form.

1.1.8.10. VENDOR employees will work collaboratively with the Site in order to maximize program resources.

1.1.8.11. VENDOR acknowledges **San Ysidro School District** right to institute a program audit with or without cause and agrees to provide best efforts in assisting in **San Ysidro School District** completion of program audits.

1.2. **San Ysidro School District** shall:

1.2.1. Act as lead agency for administration and fiscal management of the proposed project;

1.2.2. Facilitate meetings, as needed, to discuss strategies, timetables, and implementation of services;

1.2.3. Provide authorization for each cycle of curriculum.

2. Locations

The services will be provided at the locations listed below with option to expand to Location 3-7. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this agreement shall remain the personal property of such party.

Location 1	**Location 2**
San Ysidro Middle School 4345 Otay Mesa Rd San Ysidro, CA 92173	Vista Del Mar Middle School 4885 Del Sol Blvd San Diego, CA 92154
Location 3	**Location 4**
Willow Elementary School 226 Willow Rd San Ysidro, CA 92173	Sunset Elementary School 3825 Sunset Ln. San Ysidro, CA 92173
Location 5	**Location 6**
Smythe Elementary School 1880 Smythe Ave. San Ysidro, CA 92173	Ocean View Elementary 4919 Del Sol Blvd. San Diego, CA 92154
Location 7	
La Mirada 222 Avenida De La Madrid San Ysidro, CA 92173	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EMILY N. STEWART CONSULTING

BACKGROUND INFORMATION:

Educational Services has partnered with Emily N. Stewart Consulting for the last two years and would like to enter into a new services agreement to provide professional learning sessions to teachers in third through sixth grade as well as walkthrough sessions for K-2nd grade teachers during the 2025-26 school year.

The focus of the PD sessions includes ***Building Math*** ▪ A Focus on Building Conceptual Math Development, ▪ Alignment to new Math Framework, and ▪ Shared Math Practices. All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency's needs are met.

Services to be provided during 2025-26:

- Four (4) Planning and Alignment days for grades 3rd & 4th
- Four (4) Planning and Alignment days for grades 5th & 6th
- Six (6) Classroom Walkthroughs for Kinder, 1st & 2nd Grade to support Shared Grade Level Equity Practices

RECOMMENDATION:

Approve the agreement with Emily N. Stewart Consulting to provide professional learning services during the 2025-26 school year at the total cost of $40,000.00 from the Title I PD fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.8: Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs (DA Focus). This action supports improvement efforts identified through technical assistance provided as part of Differentiated Assistance.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$40,000.00	Title I PD Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11 day of July, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Emily N. Stewart Consulting	(951)609-4987
Company/Consultant	Telephone Number
10916 Glencreek Circle, San Diego, CA 92131	
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 11, 2025 To June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Emily N. Stewart Consulting**	
Name:	Emily N. Stewart	
Title:	Consultant	
Address:	10916 Glenchreek Circle	
City/State/Zip Code:	San Diego, CA 92131	
Telephone:	(951)609-4987	
Email:	Msemilystewart@gmail.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	**Manuel Bojorquez**
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Manuel.bojorquez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Emily N. Stewart Consulting
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Emily N. Stewart Consulting

Name/title of authorized representative *(Print)* Emily N. Stewart

Signature _____ Date _____

EXHIBIT A

SCOPE OF WORK AND FEES

Professional Services from Emily N. Stewart Consulting

The focus of the professional development sessions includes ***Building Math:*** ▪ A Focus on Building Conceptual Math Development, ▪ Alignment to new Math Framework, and ▪ Shared Math Practices

Number of sessions to be provided:

- Four (4) Planning and Alignment days for grades 3rd & 4th
- Four (4) Planning and Alignment days for grades 5th & 6th
- Six (6) Classroom Walkthroughs for Kinder, 1st & 2nd Grade to support Shared Grade Level Equity Practices

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Professional Learning Proposal

Professional Growth Sessions

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundations and Curriculum Frameworks. All trainings will include handouts, giveaways, and training materials, and can be facilitated in a face to face or virtual format

2025-2026 Professional Learning

Third & Fourth Grade Planning & Alignment Days

Building Math - 6 hours each - $3,500

A Focus on Building Conceptual Math Development, Alignment to new Math Framework & Shared Math Practices

As young children are developing an awareness of numeracy, they begin to see it as a unique attribute they can apply to the world around them. The development of mathematical skills through hands on interactions becomes an essential skill to building a conceptual understanding of number and logic. Hands-On, Minds-On is a structure to support teachers in understanding how conceptual learning is solely developed through multiple modalities of learning. This conceptual understanding is critical for all early learners in accessing mathematical understanding, but specifically supports English Language learners or children with a special need. Participants will develop and align new math frameworks and strategies to apply to their daily instruction and refine their instructional practice.

Fifth & Sixth Grade Planning & Alignment Days

Building Math - 6 hours each - $3,500

A Focus on Building Conceptual Math Development, Alignment to new Math Framework & Shared Math Practices

As young children are developing an awareness of numeracy, they begin to see it as a unique attribute they can apply to the world around them. The development of mathematical skills through hands on interactions becomes an essential skill to building a conceptual understanding of number and logic. Hands-On, Minds-On is a structure to support teachers in understanding how conceptual learning is solely developed through multiple modalities of learning. This conceptual understanding is critical for all early learners in accessing mathematical understanding, but specifically supports English Language learners or children with a special need. Participants will develop and align new math frameworks and strategies to apply to their daily instruction and refine their instructional practice.

K/First/Second Classroom Walkthroughs $2,000 per day

As a continuation to the math alignment and shared practices established in 2024-2025 school year, classroom walkthroughs will be conducted to see how teachers have implemented concrete experiences and shared practices throughout the classroom.

2025-2026 Professional Learning Cost Breakdown

3/4 Planning & Alignment Days	*4@ 3,500.00 each*	*$14,000.00*
5/6 Planning & Alignment Days	*4@ 3,500.00 each*	*$14,000.00*
K/1/2 Classroom, Walkthroughs to support Shared Grade Level Equity Practices	*$2,000.00 per day*	*$12,000.00*

2025-2026 Professional Learning Total: $40,000.00

Emily N Stewart Consulting
emily@refine-ed.com
951.609.4987

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BIRCH AGENCY

BACKGROUND INFORMATION:
Birch Agency, a non-public agency, will be providing the following services on a temporary basis to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost implications:

SLP: $120-$150/hour
SLPA: $90-$110/hour
Special Education Teacher: $85-$105/hour
School Psychologist: $110-$130/hour

RECOMMENDATION:
Approve/Ratify the agreement with Birch Agency to provide special education services on a temporary basis for students with special needs during the 2025-26 school year. Cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.1 - Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Birch Agency	727-781-7812
Company/Consultant	Telephone Number
P.O. Box 293 Williamston, MI 48895	www.birchagency.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2025 To June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Birch Agency**
Name:	Jennifer Conrad
Title:	President
Address:	P.O. Box 293
City/State/Zip Code:	Williamston, MI 48895
Telephone:	727-781-7812
Email:	jconrad@birchagency.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Birch Agency
Firm Name

Signature of Authorized Agent

Jennifer Conrad, President
Print Name, Title

6/10/25
Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Birch Agency

Name/title of authorized representative *(Print)* Jennifer Conrad, President

Signature _____ Date _____

EXHIBIT A

SCOPE OF WORK AND FEES

BIRCH AGENCY

CA Rate Schedule

The following rates provide a range of rates that are common to your geographic area for each of the following disciplines. Rates are determined on an individual basis and will be based on the Assigned Employees experience, education and desired salary requirements. Addendum A will provide the bill rate for each candidate.

Discipline	Hourly Bill Rate Range
Speech Pathologist	$120-150
Speech Pathologist Assistant	$90-110
Occupational Therapist Assistant	$80-100
Occupational Therapist	$100-120
Physical Therapist Assistant	$80-100
Physical Therapist	$100-120
Sign Language Interpreter	$70-95
School Psychologist	$110-130
School Social Worker	$80-110
School Nurse	$90-110
School LPN	$70-90
Orientation and Mobility Specialist	$100-120
Teacher of the Visually Impaired	$80-100
Teacher of the Deaf and Hard of Hearing	$80-100
Behavioral/Intervention Specialist	$50-70
Special Education Teachers	$85-105
General Education Teachers	$80-100
Art/Music/Band Teachers	$70-90
Paraprofessionals/Educational Aides/Teacher Aides	$40-50
Special Education Supervisors/Case Managers	$90-115

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC.

BACKGROUND INFORMATION:
As the results of Settlement Agreement and General Release, Professional Tutors of America, Inc., will be providing one on one academic home tutoring for students with special needs for a total of 100 hours.

Cost Implication: Home Tutoring $97.00 per hour

RECOMMENDATION:
Approve the agreement with Professional Tutors of America, Inc. for the 2025-26 school year to provide one-on-one academic home tutoring for students with special needs. Cost implication will be paid from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: S.A. Action # 1.11: Assess the current level of intervention support, hire paraprofessionals, and identify areas where additional support is needed. Based on student needs, determine the number of additional paraprofessionals required or the increase in hours needed. Develop a plan for providing small group instruction and expanded learning opportunities tailored to the needs of unduplicated students, students with disabilities, and chronically absent students.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Professional Tutors of America, Inc. Company/Consultant	714-784-3454 Telephone Number
3350 E. Birch St, Suite 201, Brea, CA 92821 Address	rgordon@professionaltutors.com Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2025 To: June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability: ISO** Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*
   District waives _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
   District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
   District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include

policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that
Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.
(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.

- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

- As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

- Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

- Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Professional Tutors of America, Inc.**
Name:	Robert Gordon
Title:	CEO
Address:	3350 E. Birch St., Ste. 201
City/State/Zip Code:	Brea, CA 92821
Telephone:	714-784-3454
Email:	rgordon@professionaltutors.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
Professional Tutors of America, Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Robert Gordon, CEO	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
6/17/25	
Date:	Date
Phone Number: 714-784-3454	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

RG (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

RG (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

RG (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

RG (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

RG (*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

RG (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Professional Tutors of America, Inc

Name/title of authorized representative *(Print)* Robert Gordon, CEO

Signature Robert Gordon Date

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

PROFESSIONAL TUTORS OF AMERICA INC.
-Consultants in Education -

Non Public Agency / Special Education and Related Services

Rate Sheet 2025-26
*Rates/per hour

(1) Academic Instruction - Sped. Credential/General Ed Cred.	$97.
(2) Behavior Intervention	
Behavior Intervention Design Planning	$143.
Behavior Intervention Implementation	$143.
(3) Counseling & Guidance	
Educational Counseling	$143.
Parent Counseling & Training	$143.
Educationally Related Mental Health Services	$143.
Educationally Related Intensive Counseling Services	$143.
(4) Language Speech Development & Remediation	$143.
Assessment/Evaluation, including IEP attendance	$143.
(5) Occupational Therapy	$143.
Assessment/Evaluation, including IEP attendance	$143.
(6) Vocational Education & Career Development, Transition	$107.
(7) Reading Intervention Program	
Sonday Reading or Spire Reading (both Orton-Gillingham Based) (60 hrs minimum per level – rate includes all materials)	$125.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN JOAQUIN COUNTY OFFICE OF EDUCATION - SEIS BILLING SERVICES

BACKGROUND INFORMATION:
The SEIS mission is to provide services that boost efficiency and maximize accuracy for special education record-keeping. Users can access SEIS from any device with an internet connection, and the IEP forms are pre-populated with information from the Student Record. The system includes a built-in CALPADS error check utility that alerts users of any errors that exist on the IEP during the affirm process. The system also includes a Service Tracking module that allows providers to track the delivery of services, along with Seamless integration with Service Tracker for LEA Medi-Cal Interim Reimbursement.

Cost Implications: LEA Medi-Cal Billing: 12% of the total reimbursed amount.

The Initial Term of the agreement is 2025-26 with automatic renewal up to five years unless early terminated.

RECOMMENDATION:
Approve the agreement with San Joaquin County Office of Education – SEIS Billing Services to provide health billing, invoicing services, and consultation for the 2025-26 school year. The cost implications will be paid from SMAA/LEA Medi-Cal Billing funds.

LCAP GOAL AND ACTION/SERVICE:
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	SMAA/LEA Medi-Cal Billing Funds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SEIS BILLING SERVICES AGREEMENT

This Agreement made and entered this **July 1, 2025** between **San Ysidro Elementary School District, a California public agency of the State of California** hereinafter referred to as **"CLIENT"**, having an address at 4350 Otay Mesa Rd., San Ysidro, California, 92173 and **San Joaquin County Office of Education, a California County Office of Education,** hereinafter referred to as **"SJCOE"** having an address at 2922 Transworld Drive, Stockton, California 95206.

The parties hereto agree that **SJCOE** shall be considered a "Business Associate," and **CLIENT** shall be considered a "Covered Entity" as such terms are defined under the Privacy, Security, Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164, as may be amended (collectively, "HIPAA").

The parties hereto agree that **SJCOE** will provide the Local Education Agency (LEA claiming services outlined in the California State Plan under Title XIX of the Social Security Act. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** shall hold **SJCOE** harmless from claims by its subcontracting organizations. **CLIENT** shall inform **SJCOE** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. **COMMENCEMENT, DURATION, EVERGREEN CLAUSE AND TERMINATION OF SERVICES**

This Agreement shall be effective for twelve (12) consecutive months commencing on **July 1, 2025 (Effective Date)**, for preparing LEA billing claims for **CLIENT**. Claims will be submitted on a monthly basis for such claims **SJCOE** receives from **CLIENT**.

This Agreement shall automatically renew for additional periods of twelve (12) months each year, not to exceed five years (up to 2030), unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

CLIENT may terminate this Agreement, with or without cause, upon ninety (90) days written notice to **SJCOE**, provided that **CLIENT** agrees to pay **SJCOE** all fees for services provided by **SJCOE** through the date of termination.

The obligations of **SJCOE** to protect the confidentiality of the PHI (as defined hereinafter) in its possession and/or known to it, its employees, agents or subcontractors, shall survive termination of this agreement for any reason. In addition, at the termination of this Agreement for any reason, **SJCOE** shall return, destroy, or de-identify all PHI received from, created, maintained, or received by **SJCOE** on behalf of **CLIENT**. If de-identification or destruction of all or part of the PHI is not commercially feasible, **SJCOE**

shall extend the protections of this Agreement for as long as necessary to protect the PHI and to limit further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If **SJCOE** elects to destroy the PHI it shall certify to **CLIENT** in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, **SJCOE** shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.

2. SEIS BILLING INPUT DATA

CLIENT shall be responsible for the input of all electronic entries into the Special Education Information System (SEIS), (IEP & Non-IEP) Billing, including electronic entries for the LEA Medi-Cal Billing Option Program and Multi-Payer Fee Schedule under the Children and Youth Behavioral Health Initiative (CYBHI), which **SJCOE** will process claims. Accurate, complete, and correct data necessary for **SJCOE** to perform its services hereunder shall be the sole responsibility of **CLIENT**. **SJCOE** will however make every reasonable effort to verify the completeness and accuracy of information underlying the claims it submits on the **CLIENT's** behalf. **SJCOE** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **CLIENT** to electronically enter such data, shall be the sole responsibility of **CLIENT** and every reasonable effort shall be made to correct such data by **CLIENT. CLIENT** shall notify **SJCOE** of any incorrect data and in the event **CLIENT** requests **SJCOE** to complete the necessary Claim Inquiry Form (CIF) to retract and resubmit such claims **SJCOE** will charge **CLIENT** a processing fee of Forty-Five Dollars ($45.00) per hour. Claim Submission for the LEA BOP must be received by the Department of Health Care Services (DHCS) Fiscal Intermediary (FI) by the Twelve-Month Billing Limit; within twelve (12) months following the month in which services were delivered. As such, for the LEA BOP, **SJCOE** must receive claims by or within twelve months of the service being rendered. For the Multi-Payer Fee Schedule, **SJCOE** must receive claims by or within one hundred (100) days after a service is rendered. Please note: claims submitted after the required time may become non-reimbursable or reimbursed at a significantly less amount. **SJCOE** will make every reasonable effort to submit each billing claim within forty-five (45) days of the claim input by **CLIENT**. **SJCOE** will also make every reasonable effort to bill any necessary retroactive claims in order to minimize revenue lost due to Department of Health Care Services one (1) year billing limit or the one hundred eighty (180) day billing limit established by the Third-Party Administrator for services billed under the Multi-Payer Fee Schedule. **CLIENT** acknowledges that in the event either entity denies reimbursement of a claim, such denials are common and **SJCOE** will randomly monitor these denials and make every attempt to re-bill for reconsideration of reimbursement.

3. COST AND REIMBURSEMENT COMPARISON SCHEDULE SERVICES

The Cost and Reimbursement Comparison Schedule (CRCS) is a mandatory requirement for participation in the LEA Medi-Cal Billing Option Program (LEA Program). The LEA

Program requires that LEAs annually certify that the public funds expended for LEA services provided are eligible for federal financial participation, in accordance with 42 CFR 433.51. **CLIENT** ensures that only employees and/or contractors providing direct health services (mental health, speech, nursing, occupational, physical therapy, etc.) whom are listed on the Time Study Participant (TSP) cost pool 1 in a given quarter, may be included on the CRCS for that quarter. **SJCOE** will prepare the required bridging document template required by DHCS to include the eligible participants per quarter and provide to **CLIENT** for fiscal data completion. Upon receiving the fiscal information from **CLIENT**, **SJCOE** will prepare the CRCS report on behalf of **CLIENT**. **CLIENT** will certify the CRCS for accuracy prior to **SJCOE's** submission to DHCS. The submission of the CRCS is ultimately the responsibility of the **CLIENT.** Under DHCS' guidelines, **f**ailure to submit the CRCS may put the LEA at risk of future withholds of reimbursement and/or termination in the LEA BOP Program. If CLIENT participates in both the LEA Medi-Cal Billing Option Program (LEA BOP) and the CYBHI Multi-Payer Fee Schedule and chooses to use a different vendor for CYBHI billing services, CLIENT or its selected vendor shall be responsible for entering practitioner information required for CYBHI program participation.

4. **OPERATING PROCEDURES**

SJCOE shall be responsible for the processing of all claims for services rendered by **CLIENT** and its employees, which have been electronically submitted to **SJCOE** for processing. SJCOE will obtain and store pupil's Medi-Cal beneficiary eligibility in accordance with a signed, Agreement for Disclosure and Use of DHCS Data (hereinafter "Data Use Agreement" or "DUA") between the **CLIENT, SJCOE** and DHCS/Third-Party Administrator and hereby incorporated by reference.

SJCOE agrees to:

a. Provide training and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims for interim reimbursement.

b. Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program, CYBHI Multi-Payer Fee Schedule, School-Based Medi-Cal Administrative Activities and the Random Moment Time Survey Process. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to the provision of services under this Agreement.

c. Establish and maintain procedures for the timely preparation of claims to the DHCS Fiscal Intermediary/Third-Party Administrator. This includes setting time schedules that must be adhered to by **CLIENT's** staff.

d. Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal DHCS/Third-Party Administrator. Prepare and submit

monthly claims to the DHCS Fiscal Intermediary/Third-Party Administrator for payment.

e. **SJCOE** will provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. **SJCOE** will provide program support to **CLIENT** and will direct other resources to **CLIENT** as required. **SJCOE** will coordinate training support activities with the **CLIENT** either virtually or on-site as needed.

f. The Department of Health Care Services Audits and Investigations unit (A&I) conducts multiple audits ranging from random claims audits, CRCS audits (most common) to field audits. In the event of any of these audits, **SJCOE** will act as the liaison between the **CLIENT** and the auditor via email, phone, and virtual meetings to support the **CLIENT** in the audit process. Upon receiving an audit entrance letter from the DHCS, **SJCOE** will provide in a timely manner to the **CLIENT** the requested documentation to include production logs showing all processed claims for the audit year. Potential fees owed by, or returned, to the district will be based upon the specific final audit findings and circumstances.

CLIENT agrees to:

a. Ensure that all covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000. **CLIENT** will ensure that all qualified practitioners' licensure and credentials are current and in good standing with the respective licensing agent. **CLIENT** will notify **SJCOE** in writing of any changes in staffing both of employed and contracted practitioners.

b. As of July 1, 2021 in order to be eligible to receive interim reimbursement under the LEA Medi-Cal Billing Option Program, **CLIENT** shall follow all guidelines set forth by CMS and DHCS in participation and cooperation in School-Based Medi-Cal Administrative Activities (SMAA) Random Moment Time Study (RMTS) unless otherwise acting as a model 2 SJCOE contracting out for ALL direct health service practitioners. **CLIENT** agrees to ensure that claims and costs are necessary for the proper and efficient administration of LEA billing services. **CLIENT** agrees to ensure that individuals submitting claims for LEA Medi-Cal Billing Option Program are also included on the quarterly SMAA Cost Pool as a direct service provider (Cost Pool 1) and participates in the SMAA program in accordance with DHCS and CMS guidelines.

c. **SJCOE** recommends **CLIENT** implement a compliance plan in accordance with the Centers for Medicaid Services (CMS) and the Affordable Care Act. The Compliance plan is intended to assist Local Education Agencies (LEA) in developing and implementing effective compliance programs that promote,

adherence to, and allow for, the efficient monitoring of compliance with all applicable statutory, regulatory and Medicaid program requirements. An effective compliance plan should both articulate and demonstrate the LEAs commitment to ethical and legal business conduct and create a culture of compliance Federal Register / Vol. 63, No. 243 /. **CLIENT** agrees to adhere to all Policy and Procedure letters (PPL) relating to the LEA Medi-Cal Billing Option Program, School-Based Medi-Cal Administrative Activities and Targeted Case Management. **CLIENT** agrees to share the SMAA Quarterly Time Survey Participant lists with **SJCOE** Compliance staff to ensure accurate billing claims.

d. Provide ~~a~~ contact person(s) who shall serve as coordinator(s) for all **CLIENT** activities (LEA BOP/CYBHI Multi-Payer Fee Schedule and SMAA). These person(s) will work directly with **SJCOE's** management and support staff to ensure program compliance and authenticity.

e. Arrange for **CLIENT** staff to attend training sessions related to the electronic data input of SEIS billing and form/documentation completion. **CLIENT** will assume the responsibility of overseeing the participation of electronic entries and/or paper forms submitted to **SJCOE**.

f. In accordance with Title 42 of the Code of Federal Regulations (CFR), Sections 455.410 & 455.440, **CLIENT** agrees to include the National Provider Identifier (NPI) number of the Ordering Referring and Prescribing (ORP) practitioner on claims for treatment health care services. **CLIENT** also agrees that all practitioners who order, refer or prescribe treatment services must be individually enrolled as a Medi-Cal ORP provider.

The Parties Agree as follows pertaining to the electronic storage of PHI pursuant to this Agreement:

a. **Use and Disclosure of PHI by CLIENT; Responsibilities.** For purposes of this Agreement the parties acknowledge that regulations applicable to this Agreement include both the federal privacy regulations, as amended from time to time, issued under HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & E) (the "**Privacy Rule**") and the federal security regulations, as amended from time to time, issued under HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & C) (the "**Security Rule**"). **CLIENT** shall not include Protected Health Information in any Services other than as permitted by this Agreement.

i. **CLIENT** is responsible for implementing appropriate privacy and security safeguards to protect **CLIENT's** PHI in compliance with HIPAA and this Agreement. **CLIENT** acknowledges and agrees that **CLIENT** controls how the Covered Services are used and configured and is responsible for ensuring, where applicable, that such usage and configuration is in compliance with HIPAA, and that **CLIENT** shall Use and Disclose PHI only as permitted by HIPAA. Without limiting the generality of the foregoing, **CLIENT** shall do the following:

1. Not authorize, request or require SJCOE to Use or Disclose PHI in any manner that would violate HIPAA if the Use or Disclosure were carried out by **CLIENT**, except as permitted under HIPAA and set forth in this Agreement.

2. Not agree to any restriction requests or place any restrictions in any notice of privacy practices that would cause **SJCOE** or one of its Subcontractors to violate this Agreement or any applicable law.

3. Use and retain a level of audit logging sufficient to record all activity related to use of and access to PHI in **CLIENT's** information systems.

4. Ensure that the use of any notation feature in the services, which **CLIENT** agrees and acknowledges is under **CLIENT's** sole control, discretion and liability, is compliant with HIPAA

b. **Use and Disclosure of PHI by SJCOE; Responsibilities. SJCOE** shall Use or Disclose PHI only in the manner and for the purposes set forth in this Agreement or in accordance with the Agreement and not in any other manner or for any other purposes. Without limiting the generality of the foregoing, **CLIENT** hereby authorizes **SJCOE** to do the following:

1. Use and Disclose PHI as necessary to provide and maintain the HIPAA Covered Services, to prevent or address service or technical problems, and to perform **CLIENT** support services for **CLIENT**;

2. Use and Disclose PHI as Required by Law; and

3. Use and Disclose PHI as necessary for the proper management and administration of **SJCOE** and to carry out the legal responsibilities of **SJCOE**.

c. **Protection of PHI.** In connection with its receipt, maintenance or transmission of PHI on behalf of **CLIENT**, **SJCOE** agrees to do the following:

1. in accordance with 45 CFR § 164.502(e)(1), **SJCOE** may disclose PHI to Subcontractors and such Subcontractors shall have the rights to Use and Disclose PHI under the agreement between SJCOE and each Subcontractor, provided that SJCOE shall ensure that any Subcontractors that receive, maintain or transmit PHI on behalf of **SJCOE** agree to restrictions and conditions no less restrictive than those that apply to **SJCOE** in this Agreement with respect to such PHI;

2. use appropriate administrative, technical and physical safeguards, and comply, where applicable, with the Security Rule with respect to any PHI that constitutes Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for by this Agreement; and

3. to the extent **SJCOE** carries out the **CLIENT's** obligations under the Privacy Rule, if applicable, comply with the requirements of the Privacy Rule that apply

to the **CLIENT** in the performance of those obligations; notwithstanding the foregoing, the parties acknowledge that, under the Agreement and this Agreement, unless otherwise agreed upon by the parties in writing, SJCOE has no obligations to carry out any of **CLIENT'**s obligations under the Privacy Rule.

i. Breach Notification.

5. SJCOE shall report to **CLIENT** any Use or Disclosure of PHI not provided for in this Agreement of which **SJCOE** becomes aware, including any Breach of Unsecured Protected Health Information in accordance with 45 CFR § 164.410. **SJCOE** shall provide to the **CLIENT** all information required by 45 CFR § 164.410(c) to the extent known and provide any additional available information reasonably requested by **CLIENT** for purposes of investigating the Breach as required by HIPAA. For purposes of this Agreement, "**Breach**" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 CFR § 164.402.

6. **SJCOE** shall be required to report to **CLIENT**, without unreasonable delay, only successful Security Incidents pertaining to PHI of which **SJCOE** becomes aware. **SJCOE** hereby provides **CLIENT** with notice in this Section 4(ii) of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, which include, but are not limited to, pings and other broadcast attacks on **SJCOE's** firewall, port scans, unsuccessful log-in attempts, denial of service attacks and any combination of the above, so long as such incidents do not result in unauthorized access, Use or Disclosure of PHI. The parties agree that no further notice of unsuccessful Security Incidents is required.

ii. **Access by HHS.** SJCOE shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining **CLIENT's** compliance with HIPAA.

iii. **Individual Access Requests. SJCOE** shall forward to **CLIENT** any requests **SJCOE** receives from an Individual for access to the Individual's PHI that is entered in the HIPAA Covered Services by CLIENT to which CLIENT shall respond in accordance with the requirements of 45 CFR § 164.524. The parties agree that, by providing the HIPAA Covered Services, when properly configured by CLIENT to the extent required by the BAA Restrictions, **SJCOE** will make available to **CLIENT** all PHI then contained in the HIPAA Covered Services by **CLIENT**, including PHI about an Individual, to facilitate **CLIENT's** compliance with the requirements of 45 CFR § 164.524.

iv. **Non-Compliance.** If either party becomes aware that the other party has engaged in a pattern of activity or practice that constitutes a material

breach or violation of this Agreement, the non-breaching party may request in writing that the breaching party cure the breach or violation. If the breach or violation is not cured within 30 days of the written notice, the non-breaching party may terminate this Agreement and the Agreement.

5. **FEE SCHEDULE**

CLIENT shall pay **SJCOE** by the number of processing and administrative hours worked. In accordance with regulations 42 CFR §447.10 and 22 CCR § 51502.1, **SJCOE** will validate the number of hours worked on the project by assuming approximately twenty percent (20%) of the LEA Coordinator's time at Eighty-Four Dollars ($84.00) per hour and eighty percent (80%) of the LEA Project Liaison's time at Fifty-One Dollars ($51.00) per hour. For **CLIENT** convenience, this typically amounts in and around to twelve percent (12%) charged to the LEA, however a percentage charge is prohibited by Federal regulations.

SJCOE anticipates receiving periodic reports from Medi-Cal regarding which **CLIENT'S** claims, submitted by **SJCOE**, were paid by Medi-Cal. Based on such reports, **SJCOE** shall submit invoices to **CLIENT**, which shows the amount **CLIENT** must pay **SJCOE** for claims submitted by **SJCOE** and paid to **CLIENT**. **CLIENT** must remit payment to **SJCOE** for the claims paid, as reflected on **SJCOE'S** invoice to **CLIENT**, within sixty (60) days of the date of invoice. A Seventy-Five Dollar ($75.00) late fee will be applied to each monthly invoice where **SJCOE** has not received payment within the ninety (90) days of the date of invoice.

6. **OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF DATA**

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **SJCOE** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **SJCOE** and **CLIENT**, the sole and exclusive property of **SJCOE**. **CLIENT** agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

CLIENT will abide by all Recitals as set forth in **CLIENT's** (SEIS) Technology Agreement specific to AB 1584.

WHEREAS, SJCOE provides digital education software that is authorized to access, store and use Pupil Records and/or provides services, including cloud-based services, for the digital storage, management and/or retrieval of Pupil Records;

WHEREAS, CLIENT is a "local educational agency" under California Education Code Section 49073.1(3), which defines "local educational agency" as including "school districts, county offices of education, and charter schools;"

WHEREAS, SJCOE is a "third party" under California Education Code Section 49073.1(6), which defines "third party" as a **SJCOE** of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records;

WHEREAS, California Education Code Section 49073.1 requires that any contract for the provision of services entered into between **SJCOE** and **CLIENT** contain provisions specified in sections (b)(1) through (b)(9) of California Education Code Section 49073.1;

WHEREAS, SJCOE and **CLIENT** desire to amend the terms of the Agreement to satisfy the requirements of California Education Code section 49073.1; and now therefore, **SJCOE** and **CLIENT** agree to the terms in compliance with California Education Code Section 49073.1:

I. Definitions: As used herein the following terms are defined as follows:

a. "Adult Pupil" means a Pupil who has reached 18 years of age.

b. "De-identified Information" means information that cannot be used to identify an individual pupil.

c. "Parent" means a natural parent, an adopted parent or legal guardian of a Pupil.

d. "Pupil" or "Pupils" means a student or students of **CLIENT**.

e. "Personally Identifiable Information" includes: 1) the Pupil's name, 2) the name of the Pupil's parent or other family members, 3) the address of the Pupil or Pupil's family, 4) a personal identifier, such as a Pupil's social security number, Pupil's number, or biometric record, 5) other indirect identifiers, such as the Pupil's date of birth, place of birth, and mother's maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.

f. "Pupil Records" means both of the following: 1) any information directly related to a Pupil that is maintained by **SJCOE**, including Personally Identifiable Information, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to the Pupil by a teacher or other **CLIENT** employee. "Pupil Records" does not mean aggregated de-identified Information used by **SJCOE** for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the

effectiveness of **SJCOE's** products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

II. Ownership and Control of Client Data, Including Pupil Records. At all times during the term of this Agreement and after termination of this Agreement, all Pupil Records remain the exclusive property of **CLIENT** and **CLIENT** retains exclusive rights, ownership and control thereto.

III. Use of Pupil Records. **SJCOE** shall not use any Pupil Records to which it has access by way of this Agreement for any purpose other than those required or specifically permitted by this Agreement.

IV. Review and Correction of Pupil Records. A Parent or Adult Pupil may review his/her Pupil Records that are retained, stored, hosted, accessed or used by **SJCOE** by making a request in writing to **CLIENT** for access to the subject Pupil Records. Subject to **CLIENT** verification of identity, approval of disclosure and redaction of any Personally Identifiable Information of a Pupil other than the Pupil of the Parent or Adult Pupil, who is making the request, **CLIENT** will direct **SJCOE** to provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law, by issuing the Parent or Adult Pupil a temporary user name and password to log on to the **SJCOE's** software/information system to review the requested Pupil Records. This time frame may be extended by written consent of the Parent or Adult Pupil. A Parent or Adult Pupil may submit written corrections to Pupil Records retained, stored, hosted, accessed or used by **SJCOE** to **CLIENT**. **CLIENT** shall have exclusive authority over **SJCOE** with respect to authorizing disclosure of Pupil Records pursuant to this Agreement.

V. A Parent or Adult Pupil may correct erroneous information identified upon review of Pupil Records by making a written request to **CLIENT**. Subject to **CLIENT's** verification of identity and approval of such a request to correct the erroneous information, **CLIENT** shall notify **SJCOE** of the approved request and direct **SJCOE** to correct the erroneous information. **SJCOE** will not make any modification to Pupil Records unless specifically directed to do so by **CLIENT**. **SJCOE** shall direct all requests to review and/or correct erroneous information to **CLIENT**.

VI. Targeted Advertising Prohibited. **SJCOE** shall not use any **CLIENT** Data, including Pupil Records, to engage in targeted advertising during the term of this Agreement, and this provision survives the termination of this Agreement.

VII. Security and Confidentiality of Pupil Records. **SJCOE** will do the following to ensure the security and confidentiality of Pupil Records:

a. Designate an employee responsible for the training and compliance of all **SJCOE** employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.

b. **SJCOE** will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect **CLIENT** Data from any and all unauthorized access and disclosures.

c. **SJCOE** has designated an individual responsible for training **SJCOE** employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.

d. **SJCOE** shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.

e. **SJCOE** shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of **CLIENT** and/or Pupils.

f. **SJCOE** warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by **SJCOE**, if any, to execute the terms of this Agreement.

g. **SJCOE** warrants that all Pupil Records will be encrypted in transmission and storage.

h. **SJCOE** will use appropriate and reliable storage media, which shall include weekly backup of all input provided by **CLIENT** and offsite storage of backup material for a thirty (30) day period.

VIII. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

a. Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, **CLIENT** and **SJCOE** agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.

b. Parent or Adult Pupil will be immediately notified of:

v. The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);

vi. The specific Pupil Records that were used or disclosed without authorization;

vii. What **SJCOE** and **CLIENT** have done or will do to mitigate any effects of the unauthorized use or disclosure; and

viii. What corrective action **SJCOE** and **CLIENT** have taken or will take to prevent future occurrences.

Except as otherwise required by law, **SJCOE** will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from **CLIENT**.

IX. Compliance with Applicable Laws. **CLIENT** Data includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). **SJCOE** recognizes that as a county office of education and public entity, **SJCOE** is considered a "School Official" (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to **CLIENT** through this Agreement. The Parties agree that the services provided to **CLIENT** through this Agreement serve a "legitimate educational interest," as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to California Education Code Section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

a. **SJCOE** and **CLIENT** warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code Section 49060 et. seq., and have designated an individual responsible for ensuring compliance therewith.

b. **SJCOE** and **CLIENT** shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.

By the signature of its authorized representative or agent below, **SJCOE** hereby acknowledges that **CLIENT** has provided notice under California Education Code Section 49075(a) and 34 C.F.R. section 99.33(d) that **SJCOE** is strictly prohibited from disclosing Pupil Records from **CLIENT** to any third party without the prior written consent and direction to authorize disclosure by **CLIENT**.

X. Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, **SJCOE** warrants that it will securely transmit all **CLIENT** Data, including Pupil Records, to **CLIENT** in ASCII delimited file format or other mutually agreed format, without retaining any copies of **CLIENT** Data. In the alternative, and subject to a written request from **CLIENT**, **SJCOE** will securely destroy all **CLIENT** Data, including Pupil Records, upon termination of this Agreement. **SJCOE** will then provide verification to **CLIENT** that the **CLIENT** Data not otherwise returned to **CLIENT** was destroyed subject to **CLIENT's** written request, the date of destruction and the method of destruction.

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence and each part agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party. Both parties agree to utilize a SFTP secure network to exchange all sensitive information.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

7. **HIPAA OBLIGATIONS**:

The parties agree that some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the Final Omnibus Rule, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws as required by the Data Use Agreement. The PHI subject to this Agreement shall be and remain the property of **CLIENT**. **SJCOE** shall acquire no title or rights to the PHI as a result of this Agreement.

a. **SJCOE** shall be permitted to use or disclose PHI provided or made available from **CLIENT** to perform any function on behalf of **CLIENT** with regard to the use and disclosure of, and/or access to, PHI that is

required, necessary or desirable for **SJCOE** to carry out its Contractual Obligations under this Agreement and/or other business responsibilities on behalf of **CLIENT** provided such function would not violate HIPAA if done by **CLIENT**. **SJCOE** may use or disclose PHI as required by law.

b. Except as otherwise limited in this Agreement, **SJCOE** is permitted to use and disclose PHI received from **CLIENT** if necessary for the proper management and administration of **SJCOE**, to carry out the legal responsibilities of **SJCOE**, or otherwise in a manner which does not identify individual patients, provided:

   i. The disclosure is required by law;

   ii. **SJCOE** obtains reasonable assurance from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies **SJCOE** of any instance in which it is aware that the confidentiality of PHI has been breached; or

   iii. the PHI is de-identified.

c. **SJCOE** shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of **CLIENT**, are consistent with the minimum necessary requirement under HIPAA and **CLIENT's** minimum necessary policies and procedures.

d. **SJCOE** may use PHI to de-identify the information in accordance with 45 CFR 164.514 (a)-(c).

e. **SJCOE** may provide data aggregation services relating to the Health Care Operations of **CLIENT.**

8. **BUSINESS ASSOCIATE HIPAA OBLIGATIONS**

I. **SJCOE** shall not use or further disclose the PHI provided or made available by **CLIENT** other than as permitted or required by this Agreement or as required by law.

XI. As of the Agreement Effective Date, **SJCOE** shall establish and thereafter maintain appropriate safeguards, including but not limited to those necessary for compliance with 45 CFR Part 164 (c), to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Agreement and shall

implement Administrative, physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of **CLIENT**.

XII. **SJCOE** shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.

XIII. As of the Agreement Effective Date, **SJCOE** shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR 164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of electronic PHI.

XIV. Any time that **SJCOE's** subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of **SJCOE**, **SJCOE** shall first enter into a written Agreement with the subcontractor or agent that contains the same terms, conditions, and restrictions on the access, use and disclosure of PHI as contained in this Agreement. **SJCOE** shall also ensure that any subcontractor or agent to whom **SJCOE** provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect such electronic PHI.

XV. **SJCOE** shall make available PHI in a Designated Record Set to **CLIENT** as necessary to satisfy **CLIENT's** obligation under 45 CFR 164.524. In the event **SJCOE** receives a request for access to PHI directly from the individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVI. **SJCOE** shall use reasonable efforts to facilitate **CLIENT's** obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event that **SJCOE** receives a request to amend such PHI directly from the Individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVII. **SJCOE** shall maintain and make available the information required to provide an accounting of disclosure of PHI to **CLIENT** as necessary to satisfy **CLIENT's** obligation under 45 CFR 164.528. In the event that **SJCOE** receives a request for an accounting directly from an Individual, **SJCOE** shall forward such request to **CLIENT** promptly, and in no case later than five (5) business days following such request.

XVIII. To the extent **SJCOE** is to carry out one or more of **CLIENT's** obligations under 45 CFR 164(e), **SJCOE** shall comply with the requirements of such Subpart that apply to **CLIENT** in the performance of such obligation(s).

XIX. **SJCOE** shall make its internal practices, books, and records relating to the use or disclosure of PHI received by **SJCOE** on behalf of **CLIENT**, available to the Secretary of the Secretary's designee for the purpose of determining compliance with HIPAA.

XX. **SJCOE** shall have procedures in place for mitigating, the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Agreement and HIPAA.

XXI. **SJCOE** shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or subcontractor who violates this Agreement or HIPAA.

9. **COVERED ENTITY HIPAA OBLIGATIONS**

I. **CLIENT** shall notify **SJCOE** of **CLIENT's** Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect **SJCOE's** use or disclosure of PHI.

XXII. **CLIENT** shall notify **SJCOE** of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such changes may affect **SJCOE's** use or disclosure of PHI.

XXIII. **CLIENT** shall notify **SJCOE** of any amendment or restriction to use or disclosure of PHI that **CLIENT** has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect **SJCOE's** use or disclosure of the PHI.

XXIV. **CLIENT** shall not request **SJCOE** to use or disclose PHI in any manner that would not be permissible under 45 CFR 164(e) if done by **CLIENT** (except as set forth in Section 7 above).

10. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

SJCOE SHALL NOT BE LIABLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS OR FAILURES IN PERFORMANCE OR NON-PERFORMANCE OR INTERRUPTION OF SERVICE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE BEYOND THE REASONABLE CONTROL OF SJCOE. SJCOE'S LIABILITY, UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES. SJCOE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.

SJCOE IS PROVIDING THE SEIS BILLING PROGRAM FOR CLIENT'S USE. ACCORDINGLY, SJCOE SHALL NOT BE LIABLE FOR CLIENT'S CONDUCT, INCLUDING ANY VIOLATION OF APPLICABLE LAWS OR REGULATIONS, RESULTING FROM CLIENT'S USE OF THE SEIS BILLING PROGRAM.

11. **GENERAL**

b. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

c. **SUCCESSORS** – This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third-party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

d. **ATTORNEYS** – In the event that either **SJCOE** or **CLIENT** commences a legal proceeding, each party shall pay their own attorney's fees.

e. **SEVERABILITY** – In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

f. **CHANGE IN LAW/REGULATION** – In the event that any new laws, regulations, or interpretations applicable to the laws or regulations referenced herein are promulgated, **CLIENT** and **SJCOE** shall use reasonable efforts to promptly amend this Agreement to comply with such change without any financial concession.

g. **AMENDMENT** – This Agreement may only be amended by a written Agreement between **SJCOE** and **CLIENT**.

h. **NOTICES** – Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.

i. **STATE LAW** – This Agreement shall be governed by and construed in accordance with the laws of California.

j. **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement shall survive the termination

of this Agreement and shall be in full force and effect notwithstanding such expiration or termination.

k. **ANTI-FRAUD AND ABUSE** – Notwithstanding anything to the contrary herein this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly herein or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

l. **DESCRIPTIVE HEADINGS** - The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

12. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **SJCOE** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, age, ethnicity, nationality, national origin, ancestry, medical condition, marital status, veteran or disability status. It is **SJCOE's** policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

SJCOE MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY STATED HEREIN.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Further, the client's signature below affirms he/she is an authorized representative for the **CLIENT**.

San Joaquin County Office of Education	**San Ysidro Elementary School District**
BY: _____	BY: _____
NAME: Warren Sun	NAME: Marilyn Adrianzen
TITLE: Division Director, Operations	TITLE: Chief Business Official

Approved by Board Date:_____
Please attach a copy of Board approved minutes.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT - **INTERIM** WRITTEN APPROVAL WITH KYO AUTISM LEARNING, LLC DBA GATEWAY LEARNING GROUP, LLC

BACKGROUND INFORMATION:
Kyo Autism Therapy, LCC a non-public agency, approved by SELPA will provide psychological services to students who receive special education services per their Individualized Education Program (IEP) for the 2025-2026 school year, in order to meet the State and Federal regulations and compliance. Kyo Autism Therapy, LLC will conduct Functional Behavior Assessments (FBA), Behavioral Intervention, create Behavior Intervention Plans (BIP) for students with disabilities, who present with behaviors that are interfering with their learning or the learning of others. In addition will provide consulting services to special education staff on classroom management and individual student behavior management based on applied behavior analysis principles.

While the NPA approved rates have not been released, the District and Kyo Autism Therapy, LLC will be entering into an Interim Written Approval indicating the 2024-2025 approved rates. Once the new NPA approved rates are available, the district will reimburse the agency with the difference based on the newly NPA approved rates.

Cost implication: Behavior Intervention Services (RBT): $62.00/hour
Behavior Intervention Services (Supervision): $93.26/hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Kyo Autism Therapy, LLC to provide consulting services for behavior intervention for the 2025-2026 school year. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Action #1.1: Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success. This action supports improvement efforts identified through technical assistance provided as part of Differentiated Assistance. (Teachers and Support Staff)

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2025-2026

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Students ,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2024 - 2025 Contract Year.

Anticipated Student Start Date: 07/29/2025 .

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Signed by:
Deepa Shah
DAC9443DA7B84DB...
Signature

6/30/2025
Date

Deepa Shah, Chief Growth Officer
Name/Title

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

LEA: San Ysidro School District Nonpublic: Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section		Page Number
SECTION 1: EDUCATIONAL PROGRAM		
1.1	Admission/Enrollment Procedure	1
1.2	Supplies and Equipment	1
1.3	Calendar	1
1.4	Parent Visits/Communication	1
	a. Visits	1
	b. Communication	1
1.5	Ownership	2
1.6	Staff Absences	2
SECTION 2: ATTENDANCE		2
SECTION 3: SAFETY		
3.1	Safe and Appropriate Environment	2
SECTION 4: FINANCIAL		
4.1	Full-Time Equivalency Basis	3
4.2	Rate Schedule for Contract Year	3
SECTION 5: APPROVALS		
	Signature Page	6

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC

CONTRACTOR NPA ID NUMBER: 9900331

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design	$93.26	hour
Behavior Intervention Services (535) – BI Implementation	$89.25	hour
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	$62.00	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Signed by:
Colin Davitian
Authorized Representative Signature

DATE: 8/21/2024

Colin Davitian
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: 9/16/24

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: SEP 12 2024

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Kyo Autism Therapy, LLC
295 89th Street, Suite 306,
Daly City, CA 94015
NPI: 1720212749
Tax ID: 203659481

Addendum to and Rate Sheet

for Master Contract

2024-2025 Rates

This Addendum to and Rate Sheet for Master Contract (this "Addendum") is between Kyo Autism Therapy, LLC ("Contractor"), a California corporation having its principal mailing address at 295 89th Street, Suite 306, Daly City, CA 94015, USA and San Ysidro School District ("LEA" or "District"), and is an addendum to the Master Contract - Nonpublic, Nonsectarian School/Agency Services 2024-2025 ("Master Contract") between Contractor and District. Capitalized terms used but not defined herein shall have the meanings provided in the Master Contract.

KYO'S 2024-2025 RATES:

Service/Provider	Hourly Rate*
BID - BCBA	$93.26
BID - Behaviorist	$89.25
BII - Behavior Technician (BT)	$62

*Discounts: District is eligible for Contractor's 2024-2025 Early Bird Discount Incentive on the Hourly Rates as further described in Annex 1.

PROGRAM DESCRIPTION

Population served: Children with autism, developmental disabilities, behavior disorders. Ages: 18 months - adult.

Services Provided (together, the "Services")

- Functional Behavior Assessment (FBA), Positive Behavior Support Plan development, and Individualized Educational Evaluations (IEE)
- Individual, intensive behavior support for individuals with behavioral needs identified by IEP team
    - Includes implementation and data collection for IEP goals, participation in IEP meetings and development of progress reports/recommendations
    - Includes supervision of Behavior Technician (BT) services by a Behaviorist/BCBA to allow for program development and maintenance, data analysis, training on interventions outlined in IEP, IEP team collaboration and staff management.
- Small group, classroom aide, or triage support to allow behavioral support outside of IEP related activities
    - Includes implementation of teacher directed interventions, supports, and data collection systems
    - Includes supervision of Behavior Technician (BT) services by a Behaviorist/BCBA to allow for ongoing feedback, staff management and teacher collaboration
- Teacher/classroom consultation from a Behavior Analyst (BCBA) or Behaviorist
- Delivery of custom designed group trainings on a variety of behavior related topics

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Kyo Autism Therapy, LLC
295 89th Street, Suite 306,
Daly City, CA 94015
NPI: 1720212749
Tax ID: 203659481

Additional Terms

1. Authorization for Services. For any Services not tied to an ISA, Contractor will work with the authorized District representative to agree on an Authorization for Services via email or other means. A "**Client**" is an IEP student and/or classroom with a classroom aide.
2. Supervisory Hours. Contractor shall be authorized to provide BID service hours accompanying any authorization of BII service hours at a level that will be determined between District and Contractor for program management, district staff collaboration, BT supervision, data analysis and report writing.
3. Contractor Scheduling Requirements. Contractor requires a minimum of 9 session hours per week for each Client with sessions consisting of a minimum of 2 consecutive hours to be scheduled on a consistent, repeating, static schedule.
4. Hiring Fee. District shall promptly inform the Contractor if an employee of Contractor who had been assigned by Contractor to perform services for District in the prior six (6) months applies to District (or an affiliate or any other entity as a result of referrals by District, together "Hiring Party") to provide services to the Hiring Party as an employee, consultant or independent contractor. If a Hiring Party hires such an employee, District shall pay to the Contractor a fee of $10,000 promptly after such hiring.
5. Substitute Availability. Contractor will use its best efforts to find substitute staff in the event of a staff absence, but Contractor is not able to guarantee that substitute staff will be available.
6. Student Absences. In the event of a student absence for IEP support Services when Contractor is not provided notice of such absence by 6 PM of the business day prior to the absence, Contractor will be paid for the day of services. The District administrator or teacher may reassign the applicable Kyo staff member to provide support in the same school.

The Parties hereto have executed this Addendum by and through their duly authorized agents or representatives as set forth below.

Contractor: Kyo Autism Therapy, LLC

Name: Colin Davitian

Signature: Signed by: Colin Davitian 00D7E3BFDF804C7...

Title: CEO

Date: 8/21/2024

District: San Ysidro School District

Name: Marilyn Adrianzen

Signature

Title: Chief Business Official

Date: 9/18/24

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Kyo

Kyo Autism Therapy, LLC
295 89th Street, Suite 306,
Daly City, CA 94015
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Addendum to and Rate Sheet

for Master Contract

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Annex 1
2024-2025 EARLY BIRD DISCOUNT INCENTIVE PROGRAM

If District commits to authorizing Contractor's BT/BII services for a minimum of five (5) IEP students and/or classroom with a classroom aide (each, a "**Client**") at least thirty (30) days prior to the first school day (such date, the "**Commitment Deadline**"), then District will be eligible for an Early Bird Discount Incentive.

By checking a box below prior to the Commitment Deadline, District commits placing an applicable number of Clients, and will receive the corresponding discount ("**Discount**") on Contractor fees:

Check One Box Below	District Commitment	Discount
-	4 or fewer Clients	None
[__]	5-9 Clients	3%
[☑]	10-14 Clients	5%
[__]	15 or more Clients	7%

Requirements:

- Districts must authorize Services for at least the committed number of Clients for the entire school year. If a Client's Services are terminated by District during the school year, such termination notice cannot be provided prior to the first day of school and must follow the Master Contract termination clause unless otherwise agreed-to by Contractor.
- Contractor requires a minimum of 9 session hours per week for each Client with sessions consisting of a minimum of 2 consecutive hours to be scheduled on a consistent, repeating, static schedule. Clients authorized for Services for three (3) hours or less per school day but more than two (2) hours per school day will count as half a Client for purposes of the Discount calculation.

The Discount will be applied to each monthly invoice for the duration of the 2024-2025 school year as long as the committed number of Clients is maintained. The Discount will not increase beyond the level achieved at the start of the 2024-2025 school year.

- Example: If District commits to, and starts with, 5 Clients in August 2024, but then discharges a Client in October, resulting in only 4 Clients for October, the Discount of 3% will be discontinued in October. If District adds a 5th Client in October, the Discount will continue. If the district waits to add a 5th Client until November, the discontinued Discount will not be reapplied.

Discounts can only be applied for Clients committed by the Commitment Deadline. Clients added throughout the school year will not trigger the Discount if it is not already in place.

- Example: If District commits to 6 Clients, achieving a 3% Discount, increasing the number of Clients to 12 during the school year will not trigger a 5% Discount. However, Services provided to all 12 Clients will receive the 3% Discount.

Discount will be applied:

- On each Contractor invoice as long as the committed number of Clients is maintained.
- To all Services, including to new Clients added throughout the year, as long as the committed number of Clients is maintained.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT **- INTERIM** WRITTEN APPROVAL WITH BMR HEATH SERVICES, INC

BACKGROUND INFORMATION:
BMR Health Services, Inc, a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

While the NPA approved rates have not been released yet, the District and BMR Health Services, Ince. will be entering into an Interim Written Approval indicating the 2024-2025 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications:

SLP $120.00/hour
SLPA $70.00/hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract-Interim-Written Approval with BMR Health Services, Inc for the school year 2025-2026, to provide with speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Action #1.1: Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success. This action supports improvement efforts identified through technical assistance provided as part of Differentiated Assistance. (Teachers and Support Staff)

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2025-2026

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Stepping Stones Group, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Students ,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 20 25 - 20 26 Contract

Year. Anticipated Student Start Date: 07/29/2025 .

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

June 27, 2025

Signature Date

Andrea Rosales, Client Services Manager
Name/Title

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: BMR Health Services Inc.

CONTRACTOR NPA ID NUMBER: 9900866

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$90.00	hour
Language and Speech (415) - Licensed SLP-A	$70.00	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES: San Ysidro School District made an agreement with BMR Health Services, Inc. last school year (2023-2024) to increase the rate of slps to $120.00 per hour and will continue for 2024-2025 school year.

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Jicky Thomas
Authorized Representative Signature

DATE: 10/31/2024

Jicky Thomas
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: 11/21/24

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: NOV 14 2024

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT - **INTERIM** WRITTEN APPROVAL WITH THE STEPPING STONE GROUP, LLC

BACKGROUND INFORMATION:
The Stepping Stone Group, LLC, a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

While the NPA approved rates have not been released yet, the District and The Stepping Stone Group, LLC. will be entering into an Interim Written Approval indicating the 2024-2025 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications:

SLP $94.00/hour
SLPA $69.00/hour
LVN $49.87/hour
CNA $32.65/hour
RBT $66.00/hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract-Interim-Written Approval with The Stepping Stone Group, LLC for the school year 2025-2026, to provide with speech services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Action #1.1: Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success. This action supports improvement efforts identified through technical assistance provided as part of Differentiated Assistance. (Teachers and Support Staff)

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2025-2026

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Stepping Stones Group, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Students ,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 20 25 - 20 26 Contract

Year. Anticipated Student Start Date: 07/29/2025 .

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

June 27, 2025

Signature Date

Andrea Rosales, Client Services Manager
Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Stepping Stones Group, LLC

CONTRACTOR NPA ID NUMBER: 9900045

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$94.00	hour
Language and Speech (415) - Licensed SLP-A	$69.00	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	$49.87	hour
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	$32.65	hour
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)	$31.80	hour
Behavior Intervention Services (535) – BII (RBT)	$66.00	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Andrea Rosales
Authorized Representative Signature

DATE: 08/26/24

Andrea Rosales/Client Service Manager
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: 9/16/24

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: SEP 12 2024

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT - **INTERIM** WRITTEN APPROVAL WITH THE SPEECH PATHOLOGY GROUP, INC DBA SPG THERAPY & EDUCATION

BACKGROUND INFORMATION:
The Speech Pathology Group, Inc. dba SPG Therapy & Education, a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

While the NPA approved rates have not been released yet, the District and The Speech Pathology Group, Inc. will be entering into an Interim Written Approval indicating the 2024-2025 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications:

SLP $93.79/hour
SLPA $70.31/hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract-Interim-Written Approval with The Speech Pathology Group, Inc. dba SPG Therapy & Education for the school year 2025-2026, to provide with speech services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Action #1.1: Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success. This action supports improvement efforts identified through technical assistance provided as part of Differentiated Assistance. (Teachers and Support Staff)

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2025-2026

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Speech Pathology Group, PC Inc. dba SPG Therapy & Education

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 20 25 - 20 26 Contract Year.

Anticipated Student Start Date: 07/29/2025.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Susan Stark 6/27/2025

Signature Date

Susan Stark, M.S., CCC-SLP
Name/Title

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section		Page Number
SECTION 1: EDUCATIONAL PROGRAM		
1.1	Admission/Enrollment Procedure	1
1.2	Supplies and Equipment	1
1.3	Calendar	1
1.4	Parent Visits/Communication	1
	a. Visits	1
	b. Communication	1
1.5	Ownership	2
1.6	Staff Absences	2
SECTION 2: ATTENDANCE		2
SECTION 3: SAFETY		
3.1	Safe and Appropriate Environment	2
SECTION 4: FINANCIAL		
4.1	Full-Time Equivalency Basis	3
4.2	Rate Schedule for Contract Year	3
SECTION 5: APPROVALS		
	Signature Page	6

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Speech Pathology Group, Inc. dba SPG Therapy & Education

CONTRACTOR NPA ID NUMBER: 9900164

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$93.79	hour
Language and Speech (415) - Licensed SLP-A	$70.31	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	$70.24	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Susan Stark
Authorized Representative Signature

DATE: 8/21/24

~~Kam Prakash~~ Susan Stark - President
(Type) Name and Title

R.O

LEA
Local Educational Agency

Authorized Representative Signature

DATE: 9/16/24

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: SEP 12 2024

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT – **INTERIM** WRITTEN APPROVAL WITH EDTHEORY, LLC

BACKGROUND INFORMATION:
EdTheory, LLC, a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

While the NPA approved rates have not been released, the District and EdTheory, LLC will be entering into an Interim Written Approval indicating the 2024-2025 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications: LVN: $47.00 per hour
Health Aide/CNA: $31.56 per hour
SLP: $89.00 per hour
SLPA: $65.00 per hour
Behavior Intervention Services: $91.05 per hour
Registered Behavior Technician: $49.00 per hour
Psychological Services: $91.05 per hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Agency Master Contract-Interim Written Approval with EdTheory, LLC to provide with several special education services for students with special needs during the for school year 2025-2026. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Action # 1.1: Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success. This action supports improvement efforts identified through technical assistance provided as part of Differentiated Assistance. (Teachers and Support Staff)

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2025-2026

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR EdTheory LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2024 - 2025 Contract Year.

Anticipated Student Start Date: 07/29/2025.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

6/27/2025

Signature Date

Marvel Philip - Chief Executive Officer
Name/Title

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: EdTheory, LLC

CONTRACTOR NPA ID NUMBER: 9901941

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$89.00	hr
Language and Speech (415) - Licensed SLP-A	$65.00	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	$47.00	hr
Health and Nursing: Other Services RN (436)	$60.61	hr
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	$31.56	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)			
Counseling and Guidance (515)			
Parent Counseling (520)			
Social Work Services (525)			
Psychological Services (530)	$91.05	hr	
Behavior Intervention Services (535) – BI Design	$91.05	hr	
Behavior Intervention Services (535) – BI Implementation	$91.05	hr	
Behavior Intervention Services (535) – BII (AIDE)	$25.00	hr	
Behavior Intervention Services (535) – BII (RBT)	$49.00	hr	
Specialized Services for Low Incidence Disabilities (610)			
Specialized Deaf and Hard of Hearing (710)			
Interpreter Services (715)			
Interpreter Services Shift Differential (715)			
Audiological Services (720)			
Specialized Vision Services (725)			
Orientation and Mobility (730)			
Braille Transcription (735)			
Specialized Orthopedic Services (740)			
Reader Services (745)			
Recreation Services, Including Therapeutic (760)			
College Awareness Preparation (820)			
Vocational Assessment, Counseling/Guidance Assessment (830)			
Career Awareness (840)			
Work Experience Education (850)			
Job Coaching (855)			
Mentoring (860)			
Agency Linkages (referral and placement) (865)			

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature — DATE: 6/25/2024

Marvel Philip, Chief Executive Officer
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature — DATE: 7/11/24

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval — DATE: JUL 11 2024

Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BRIDGE THE GAP SPED, LLC

BACKGROUND INFORMATION:
Bridge the Gap Sped, LLC, a non-public agency, will be providing the following services on a temporary basis to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost implications: Special Education Teacher: $98.00/hour

RECOMMENDATION:
Approve/Ratify the agreement with Bridge the Gap Sped, LLC. to provide special education staffing services on a temporary basis for students with special needs during the 2025-26 school year. Cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.1 - Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Bridge the Gap Sped, LLC	760-607-8088
Company/Consultant	Telephone Number
420 N. Twin Oaks Valley Rd., #455 San Marcos, CA 92069	https://www.bridgethegapsped.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2025 To June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	Monique Somers
Title:	Owner/CEO
Address:	420 N. Twin Oaks Valley Rd., #455
City/State/Zip Code:	San Marcos, CA 92069
Telephone:	760-607-8088
Email:	monique@bridgethegapsped.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Bridge the Gap Sped, LLC
Firm Name

Monique D. Somers
Signature of Authorized Agent

Monique Somers, Owner/CEO
Print Name, Title

6/21/2025
Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

MS (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

MS (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

MS (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

MS *(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

MS (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

MS (*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

MS (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name Bridge the Gap Sped, LLC

Name/title of authorized representative *(Print)* Monique Somers, Owner/CEO

Signature Monique D. Somers Date 6/21/2025

EXHIBIT A

SCOPE OF WORK AND FEES

BRIDGE THE GAP SPED, LLC

Contact: Monique Somers, Owner/CEO
Bridge The Gap Sped, LLC
monique@bridgethegapsped.com / 760.607.8088

Rate Sheet
2025-2026

Non-NPA Service Providers	
Special Education Teacher	$98
Behavioral Assistant	$55
Instructional Assistant	$48

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LCV QUALITY TALK SPEECH THERAPY CORP.

BACKGROUND INFORMATION:
LCV Quality Talk Speech Therapy Corp, a nonpublic agency, will provide speech services to students who receive special education services per their Individualized Education Program (IEP), in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regards to communication development strategies.

Cost implications: SLP: $125.00 per hour

RECOMMENDATION:
Approve/Ratify the agreement with LCV Quality Talk Speech Therapy Corp. to provide temporary special education services for students with special needs during the 2025-2026 school year. The cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.11 - Assess the current level of intervention support, hire paraprofessionals, and identify areas where additional support is needed. Based on student needs, determine the number of additional paraprofessionals required or the increase in hours needed. Develop a plan for providing small group instruction and expanded learning opportunities tailored to the needs of unduplicated students, students with disabilities, and chronically absent students.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2025-2026 Budget? ☒ Yes ☐ No

Requisition #

TBD	Special Education Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

LCV Quality Talk Speech Therapy Corp	(619) 850-8802
Company/Consultant	Telephone Number
642 Third Avenue, Suite M, Chula Vista, CA 91910	
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2025 To June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*
   District waives _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
   District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
   District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or

operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.
District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**LCV Quality Talk Speech Therapy Corp**
Name:	Liza C Viejo
Title:	Speech & Language Pathologist
Address:	642 Third Avenue, Suite M, Chula Vista, CA 91910
City/State/Zip Code:	Chula Vista, CA 91910
Telephone:	(619) 850-8802
Email:	lcvtalkandplay@gmail.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT
This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
LCV Quality Talk Speech Therapy Corp	**San Ysidro School District**
Firm Name	Firm Name
Liza C Viejo MS, CCC-SLP	
Signature of Authorized Agent	Signature
Liza C Viejo, SLP	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
6/12/2025	
Date:	Date
	Board Approved:

Revised 2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

CW (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

CW (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

CW (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

CW (*Initial*) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

CW (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

CW (*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

CW (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: LCV Quality Talk Speech Therapy Corp

Name/title of authorized representative *(Print)* Liza C Viejo, SLP

Signature Liza C. Viejo M.S; CCC-SLP Date 6/12/2025

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK AND FEES

Cost Implication: SLP $125.00 per hour – 30 to 40 hours per week

BASIC FUNCTION: Under the direction of the Director of Special Education and Services, and in cooperation with the school principal, the Language, Speech & Hearing Specialist develops, implements, and conducts a speech, hearing, and language program designed to identify and remediate deficits in language, articulation, voice, rhythm, fluency, and hearing.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.)

- Following referral and receipt of parent consent, assesses present level of function and/or performance for purposes of determining need for designated instructional services in the areas of Language, Speech and/or Hearing.
- Provides appropriate IEP, setting program objectives in terms of pupil performance, for pupils identified in need of instructional services in areas of Language, Speech and/or Hearing.
- Provides appropriate instructional services for individuals with exceptional needs in the areas of Language, Speech and Hearing.
- Provides ongoing review and/or assessment of pupil progress as set forth in IEP's for IWEN's receiving DIS in LS&H.
- Trains and supervises Speech Aides, as required.
- Provides in-service as requested, to parents, school staff, and/or other agencies.
- Understands and reflects the district's philosophy and regulations.
- Communicates effectively with pupils, parents, staff, and outside agencies.
- Serves as a member of the individual school(s) Guidance Committee (School Appraisal Team).
- Maintains an environment conducive to student progress.
- Serves as language, speech and hearing consultant member of the District E&P Committee. (Eligibility & Planning) Serves as Language, Speech and Hearing member of the Educational Assessment Services Team, when Master Plan initiated.
- At request of SAT psychologist, provides language and/or speech evaluation for students who are candidates for special day class placement or other designated instructional services.
- Maintains accurate records of all phases of the Language, Speech and Hearing Program.
- Makes referrals to outside agencies for consultation, evaluation, and/or therapy, as appropriate.
- Participates in the Hearing Conservation Program, as required.
- Confers with, and/or counsels parents, teachers, and/or students.
- Supervises Language, Speech and Hearing student interns, as required.
- Develops, evaluates, and adapts tests and materials for language and speech assessment and instruction, with particular attention given to materials to be used with Spanish-speaking individuals.
- Participates in in-service and professional growth meetings.
- Adheres to professional ethics.

KNOWLEDGE

- Demonstrated knowledge of oral and written communication skills.
- Demonstrated knowledge of curriculum
- Demonstrated knowledge of education code
- Demonstrated knowledge of district policies

ABILITIES

- Ability to meet deadlines and schedules.
- Ability to establish and maintain cooperative and effective working relationships with children and adults.
- Ability to maintain records and prepare reports.
- Ability to work independently with little direction.
- Ability to plan and organize work.

MINIMUM QUALIFICATIONS: EDUCATION AND EXPERIENCE

- Clinical Rehabilitative – Language Speech and Hearing Services Credential or equivalent credential
- Bachelor's degree including all courses needed to meet credential requirements.
- Experience with severely handicapped; behaviorally challenged; and/or autistic students.

DESIRED QUALIFICATIONS:

- Bilingual and Biliterate (English / Spanish)
- Master's Degree in Special Education or related field.

WORKING CONDITIONS

Indoor and outdoor school settings which can include office and outdoor interactions.

PHYSICAL REQUIREMENTS:

Hearing and speaking to exchange information; seeing to perform assigned duties; sitting or standing for extended periods of time; hearing in a noisy environment and locate the source of a sound; dexterity of hands and fingers to operate a computer keyboard and other office equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies; lifting light objects and monitor student activities.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TANYA KELLER

BACKGROUND INFORMATION:
Augmentative and Alternative Communication (AAC) offers individuals a communication system that can add to or replace speech. AAC is a set of tools and strategies used to address everyday communication challenges for students with speech difficulties. Students with severe speech difficulties rely on AAC to learn language and supplement existing speech that is not functional. Some students may have difficulties learning speech because of Autism, Down Syndrome or other developmental disabilities. Some individuals may lose the ability to speak due to an injury or disease. AAC can help these students with speech difficulties learn language along the way. AAC is a voice for people who can't speak.

The purpose of training in the school setting is to enable the team to gather and share information about a student and their AAC system. Ms. Tanya Keller will provide training to school staff and family members to increase their knowledge of a language organization system, device modification, or programming, and, most importantly, implementation recommendations.

Cost Implication: Up to $155.00 per hour (training staff/parents and services to students)

RECOMMENDATION:
Approve the agreement with Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC to provide Augmentative and Alternative Communication services for school year 2025-2026. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1 S.A.– Action # 1.8: Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs (DA Focus). This action supports improvement efforts identified through technical assistance provided as part of Differentiated Assistance.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$155.00/hour	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Tanya Keller M.S. CCC-SLP Ed.S/SD AAC	(617) 780-5193
Company/Consultant	Telephone Number
4735 Bancroft St Apt 6, San Diego, CA 92116	everyonecancommunicate.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2025 To June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	Tanya Keller M.S. CCC-SLP Ed.S
Title:	SLP/AAC Consultant
Address:	4735 Bancroft St Apt 6
City/State/Zip Code:	San Diego, CA 92116
Telephone:	(617) 780-5193
Email:	tanya.keller@sdaacslp.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Tanya Keller
Firm Name

TKeller
Signature of Authorized Agent

Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC
Print Name, Title

6/25/25
Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

TK (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

TK (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

TK (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

TK *(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

TK (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

TK (*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

TK (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: SD AAC

Name/title of authorized representative *(Print)* Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC

Signature TKeller Date 6/25/25

EXHIBIT A

SCOPE OF WORK AND FEES

Tanya Keller M.S. CCC-SLP Ed.S
617-780-5193
Tanya.Keller@sdaacslp.com

2025-2026 School Year
AAC, SLP and AT Services

Services:	**Rate:**
• Consultation to staff/parents/caregivers • Staff group training • AT/AAC evaluations • Speech and Language therapy • Supervision • Programming/low-tech materials • Device trials • IEP meetings	$155/hour

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ALLIANCE FOR AFRICAN ASSISTANCE

BACKGROUND INFORMATION:
Under 34 CFR §300.322(e), the public agency must take whatever action is necessary to ensure that the parent understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English. Additionally, IDEA requires that certain notices to parents be provided in the parent's native language unless it is not feasible. See 20 U.S.C. 1415(b)(4) (prior written notice); 20 U.S.C. 1415(d)(2) (procedural safeguards notice); see also 34 CFR §300.503(c) (notice in understandable language). Instead, under Title VI and the EEOA, state educational agencies, and school districts are responsible for providing Limited English Proficient (LEP) parents of children with disabilities have meaningful access through timely and complete translation and oral interpretation.

Alliance for African Assistance, an agency that provides interpretation and translation in different languages, will interpret at IEP meetings, translate special education records into other languages, and translate documents as needed during the 2025-26 school year.

Cost Implications include ▪ Onsite and remote interpretation services: $75.00/hour with 30-minute increments and ▪ $0.18 per English word translated.

RECOMMENDATION:
Approve the agreement with Alliance for African Assistance to provide interpretation/translation services in different languages during the 2025-26 school year. The cost implications will be paid from the General and/or Special Education funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: Parent Engagement, Item 3.5: ***Translation Support*** - Interpreters to provide translation/interpretation services throughout the district.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	General and/or Special Education Funds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance for African Assistance Company/Consultant	(619) 286-9052 Telephone Number
5952 El Cajon Blvd., San Diego, CA 92115 Address	interpreters@alliance-for-africa.org Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2025 To: June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*
   District waives _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
   District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
   District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE
(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement,

such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.
(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local

education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS
This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST
For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:
As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION
All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Alliance with African Assistance**
Name:	Cristina Belpassi
Title:	Global Village Interpretation & Translations Department Manager
Address:	5952 El Cajon Blvd.
City/State/Zip Code:	San Diego, CA 92115
Telephone:	(619) 286-9052
Email:	interpreters@alliance-for-africa.org

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Luis Ramos
Title:	Chief Business Official	Director of Educational Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Luis.ramos@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Alliance for African Assistance
Firm Name

Signature of Authorized Agent

Walter Lam, President & CEO
Print Name, Title

6/30/2025
Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

SA (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

SA (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

SA (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

SA (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

SA (*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

SA (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Alliance for African Assistance

Name/title of authorized representative *(Print)* Walter Liam, President & CEO

Signature _____ Date 6/30/2025

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Pricing

On-site and Remote Scheduled Interpretation Services

Foreign Language:
$75 per hour requested for **consecutive interpreting**. Additional hours are billed at the rate of $75/hour assessed at 30 minute increments. Minimum charge is 1-hour (=$75).

$90 per hour requested for **simultaneous interpreting**. Additional hours are billed at the rate of $90/hour assessed at 30 minute increments. Minimum charge is 1-hour (=$90).

Rare languages are billed differently, see List of Available Languages.

Rates for renting simultaneous interpretation **equipment** are $145.00 per day for one language (1 transmitter and up to 140 receivers) and $250 per day for more than one language (up to 9 transmitters and 140 receivers).

American Sign Language (ASL) and Mexican Sign Language (LSM):
$85 per hour per interpreter. Two-hour minimum charge. Additional hours after the first two are charged in 30 minute increments at the same rate of $85/hour. Assignments longer than 1 hour and IEPs may require two interpreters.

Additional Information:
A service recipient's no-show, late reschedule, late cancellation without 24 hours notice (excluding weekends) for a foreign language on-site appointment incurs a **$60.00** per hour fee instead of the $75.00 fee. If an interpreter has not been assigned to the appointment and the appointment is canceled, the minimum fee will not apply.

A service recipient's no-show, late reschedule, late cancellation, or rejection of interpreting services without 24 hours notice (excluding weekends) for an ASL or LSM appointment incurs a $140 fee. If an interpreter has not been assigned to the appointment and the appointment is canceled, the minimum fee will not apply.

Mileage is billed according to the standard rate recognized by the Internal Revenue Service. The current rate is $0.70 per mile as of January 1st 2025. Parking fees may also be billed if free parking or validations are not available to the interpreter.

Phone calls made in a target language to confirm appointments or request information are billed at the fixed rate of $30, regardless of the duration of the call, or whether multiple attempts are made to contact the client.

Telephone Interpretation on demand (OPI)

# of Minutes	Price
Spanish	$0.99 per minute
All other languages	$1.30 per minute

Video Remote Interpretation on demand (VRI)

Video Remote Interpreting Services are billed on a per minute basis, with a minimum of 15 minutes, and the billing starts once an interpreter is connected to the video interpreting session. Billing terminates when either the interpreter or the Customer end the video remote interpreting session.

Language	All Spoken Languages	American Sign Language (ASL)
Price	$1.99 per minute	$2.29 per minute
*There is a 15 minutes minimum for all VRI sessions.		

Document Translation

Most jobs cost $0.18 per English word, although rates may vary depending on the language and the translator's availability. Specific projects will be quoted individually. Language, technicality of vocabulary, formatting needs, and timeframe can all affect pricing.

The turnaround time of a project is dependent on the length and difficulty of vocabulary. We work with customers to meet their deadlines, and always give a time quote with the price quote before beginning a project. Single page documents typically have a one-day turnaround. If you are working under a tight deadline, we can employ two translators to work together on the project. We will work around the clock to get you your translated documents on time.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) FOR PROFESSIONAL LEARNING SERVICES

BACKGROUND INFORMATION:

The California Association for Bilingual Education (CABE) is nationally recognized for its expertise and contributions to research, instructional practice, and policy for English and multilingual learners and their families and is widely respected as the premier provider of innovative information and advocacy in fields of English learner and dual language education. CABE Professional Learning Services provides expert, customized consulting, and professional learning in the areas of biliteracy and English learner education.

Educational Services needs to renew the MOU with CABE to continue the professional learning services during the 2025-26 school year. This proposal is to support the vision of the district to guide a strong, successful, and sustainable English Language Development (ELD) program for teachers in grades fourth – eighth.

Services to be provided include five (5) day sessions with each of the following topics (for a total of 10 PD sessions):

- Customized consulting and coaching for English Language Development (ELD) Teachers, TOSAs and Administrators and
- Best Practices for Teaching Critical English Language Skills through Designated ELD with High-Leverage Strategies for English Learner Success.

RECOMMENDATION:

Approve the Memorandum of Understanding with the California Association for Bilingual Education (CABE) to provide professional learning services in support of the English Language Development program at the total cost of $47,500.00 from the Title II Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.8: Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$47,500.00	Title II Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM of UNDERSTANDING (MOU)

Between **San Ysidro School District (SYSD)**
and **California Association for Bilingual Education (CABE)**
for 2025-2026
Contract # ISY252608

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and San Ysidro School District (**SYSD**) and serves to outline the details and responsibilities of CABE and **SYSD**, respectively, in regard to CABE providing an expert consultant to present **ten (10) days,** not to exceed 6 hours each day, of customized professional learning (hereafter: PL) in support of the **ELD Program** for a **total cost of $47,500,** which are also outlined in the approved proposal, Appendix A.

Responsibilities of SYSD

- To schedule the PL in collaboration with CABE PLS within 3 weeks of the approval of the contract.
- To notify CABE PLS of date/time changes for the PL in a timely manner:
    - Once **SYSD** and CABE PLS have mutually agreed upon the date/time for the PL, CABE PLS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PL.
    - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PL, **SYSD** will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PL at no cost to CABE;
- To provide logistical information to CABE no later than two weeks prior to the scheduled session (location, agenda, audience, number of participants, etc.)
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during delivery of virtual PL, if using a district sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PL, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PL (if any); and
- Limit the number of participants to a maximum of 40 for the C/PL.
    - Participants are defined as those who attend the C/PL, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PL).

- If the number of participants exceeds 40, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $175 each and added to the total cost of the MOU; and
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will need to be invoiced at the daily rate.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $225 each and added to the total cost of the MOU.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will be invoiced at the daily rate plus an additional $1,000 late notice fee.

Responsibilities of CABE

- To provide an expert consultant to present the PL; and
- Provide all travel costs for said consultant.
- When delivering virtual PL, CABE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional learning is not an option due to the Covid-19 pandemic or other reasons out of CABE's control, CABE will coordinate with the district to provide the professional learning through a virtual platform, with modifications as needed (time, materials, etc.).
- If professional learning is provided via a virtual platform, the professional learning session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CABE will provide the Zoom Virtual Platform and all necessary links and set up unless **SYSD** selects to use and set up a different platform. District is responsible for providing technical support to CABE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CABE for internal purposes.
- Digital handouts and materials for each professional learning session are to be used by participants only and not to be distributed unless permission is granted by CABE.

Intellectual Property

CABE retains all intellectual property rights to the content of the PL presentations.
CABE retains the right to record virtual and in-person PL for internal quality control purposes. Only CABE may record its PL presentations and any recordings are the sole property of CABE.

CABE Media Release

CABE may take photos of trainers and collaborative work during trainings, for use on social media and in promotional materials. By signing this contract, **SYSD** agree as follows:

- All recordings and photographs of participants by CABE or its contractors may be used by CABE for promotional or other purposes at its discretion.
- I acknowledge and agree that any photographs, audio, or video recordings taken of participants by CABE, or its contractors are the sole property of CABE. I understand and agree that there will not be any compensation in connection with the use of these materials.
- I hereby release, waive, and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photography, audio, or video recording by any person or firm authorized by CABE to publish said material ("Publishers"). This release, waiver, and discharge should also extend to all affiliated companies, directors, staff, and board members of said Publishers.
- This release shall be binding upon participants and respective successors, heirs, assigns, executors, administrators, spouses, and next of kin.

Insurance

CABE shall provide to **SYSD** a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than $3,000,000 aggregate and $1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE PLS consultants upon request.

Indemnification

A. Insofar as permitted by law, **SYSD** shall assume the defense and hold harmless CABE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of **SYSD**, its officers, agents or employees.
B. Insofar as permitted by law, CABE shall assume the defense and hold harmless **SYSD** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CABE its officers, agents or employees.
C. It is the intent of **SYSD** and CABE that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
D. **SYSD** and CABE agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. **SYSD** and CABE further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person professional learning is not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the PL

through a virtual platform, with modifications as needed, or the parties will reschedule the PL to a mutually agreeable date.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To **SYSD**: San Ysidro School District
4350 Otay Mesa Road,
San Ysidro, CA 92173 Attn: Educational Services Dept.

To CABE: California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789

Integration

This MOU represents the entire and integrated agreement between **SYSD** and CABE for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by a written instrument signed by the duly authorized representatives of **SYSD** and CABE.

Representation of Authority

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, **SYSD** and CABE have executed this MOU as of the date first above written.

_____	_____
Marilyn Adrianzen, CBO San Ysidro School District 4350 Otay Mesa Road, San Ysidro, CA 92173 (619) 428- 4476 Date:	Dr. Edgar Lampkin, CABE CEO California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789 (626) 814-4441 Date:
_____ Board approved: _____	_____

Proposal from CABE professional learning Services to San Ysidro School District for Support of the English Language Development Program

To: Maria Rodriguez, Coordinator of Federal and State Programs and Language Acquisition, San Ysidro School District

From: Rubí Flores, Director of Professional Learning, CABE Professional Learning Services (PLS)

CC: Dr. Edgar Lampkin, CEO, California Association for Bilingual Education (CABE)

Date: 06.05.2025

Re: CABE Professional Learning Services (PLS) Proposal for consulting and professional learning in support of the ELD program

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Introduction

CABE is the pioneering professional association with over 40 years of experience with educational programs for language learners and has developed tools and techniques for planning, implementing, and enhancing language programs, including English Language Development (ELD) programs. We bring this deep knowledge of and expertise with ELD to our collaboration with districts in support of their planning, implementation, and enhancement of their programs.

The following professional learning is proposed as a way to support the vision of the district under the knowledgeable leadership of the Coordinator of Federal and State Programs and Language Acquisition, to guide the district in support of a strong, successful, and sustainable ELD program in San Ysidro School District.

Proposed Collaboration for July 01, 2025 through June 30, 2026

The process of enhancing an ELD program takes careful analysis and strategic planning for implementation. This proposal spans the 2024-2025 academic year and provides consulting and professional learning support for enhancing the English Language Development (ELD) program. CABE PLS will work with district representatives to identify and cluster the critical topics to explore, conversations that will need to be conducted, and decisions that need to be made in analyzing and planning for and the implementation of the enhanced ELD program. The recommended consulting and professional learning is listed below and is offered for your consideration. This proposal can be customized to your budget, specific goals, and level of support needed.

Proposed support for the 2025-2026 academic year:

Goal 1. **Title of Training**	**By Whom**	**# of Days**
Based on needs identified from coaching support and along with teacher and district feedback, provide customized consulting and coaching for ELD teachers • Plan for coaching support will be prepared in collaboration with and previewed by district and site administrators before being implemented • All work will be based upon the EL Roadmap Policy and the ELA/ELD Framework • Planning, coaching, and consulting will be provided as an extension to the Integrated and Designated ELD Sessions • Coaching may include: o Building background on ELD instructional practices o Identifying the language demands of core content areas o Lesson Planning using the ELD standards o Building Language Objectives and embedding effective ELD strategies in core instruction o Building a Designated ELD Lesson with individual grade levels o Learning walks o Providing TOA's with coaching and debriefing strategies training o Providing feedback to educators on lesson delivery o Conducting coaching cycles for grade levels **Audience:** Teachers Supporting English Learners 4-8th, Administrators, TOSAS	District staff and CABE PLS consultant	5 days

Goal 2. **Best Practices for Teaching Critical English Language Skills through Designated ELD with High-Leverage Strategies for English Learner Success**	**By Whom**	**# of Days**
Description of services provided: • CABE will present sessions on recommendations for evidence-based promising practices in designated ELD for secondary staff which may include: o Foundations of Designated ELD o Supporting Diverse EL Typologies: Long Term English Learners and Newcomers o Creating Multilingual Ecologies and Honoring Students's Multilingual Backgrounds o High Leverage Speaking and Listening Strategies o CREATE! Framework for Effective Lesson Planning o High Leverage Reading and Writing Strategies. o Other topics as discussed with district staff **Audience:** Teachers Supporting English Learners 4-8th, Administrators, TOSAS	District staff and CABE PLS consultant	5 days

Summary of Professional learning Services	Cost:
Proposed for 2025-2026:	
Goal 1: Provide Customized Consulting and Coaching for English Language Development (ELD) Teachers, TOSAS and Administrators	**$23,750**
Goal 2: Best Practices for Teaching Critical English Language Skills through Designated ELD with High-Leverage Strategies for English Learner Success	**$23,750**
Total Proposed Cost for 2025-2026:	**$47,500**

Responsibilities of SYSD

- To schedule the PL in collaboration with CABE PLS within 3 weeks of the approval of the contract.
- To notify CABE PLS of date/time changes for the PL in a timely manner:
  - Once **SYSD** and CABE PLS have mutually agreed upon the date/time for the PL, CABE PLS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PL.
  - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PL, **SYSD** will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PL at no cost to CABE ;
- To provide logistical information to CABE no later than two weeks prior to the scheduled session (location, agenda, audience, number of participants, etc.)
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during delivery of virtual PL, if using a District sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PL, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PL (if any); and
- Limit the number of participants to a maximum of 40 for the C/PL.
  - Participants are defined as those who attend the C/PL, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PL).
- If the number of participants exceeds 40, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $175 each and added to the total cost of the MOU; and

- If CABE receives notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will need to be invoiced at the $4,750 daily rate.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $225 each and added to the total cost of the MOU.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will be invoiced at the rate of $5,500.

Responsibilities of CABE

- To provide an expert consultant to present the PL; and
- Provide all travel costs for said consultant.
- When delivering virtual PL, CABE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional learning is not an option due to the Covid-19 pandemic or other reasons out of CABE's control, CABE will coordinate with the district to provide the professional learning through a virtual platform, with modifications as needed (time, materials, etc.).
- If professional learning is provided via a virtual platform, the professional learning session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CABE will provide the Zoom Virtual Platform and all necessary links and set up unless **SYSD** selects to use and set up a different platform. The district is responsible for providing technical support to CABE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CABE for internal purposes.
- Digital handouts and materials for each professional learning session are to be used by participants only and not to be distributed unless permission is granted by CABE.

Intellectual Property

CABE retains all intellectual property rights to the content of the PL presentations.
CABE retains the right to record virtual and in-person PL for internal quality control purposes. Only CABE may record its PL presentations and any recordings are the sole property of CABE.

CABE Media Release

CABE may take photos of trainers and collaborative work during trainings, for use on social media and in promotional materials. By signing this contract, **SYSD** agree as follows:

- All recordings and photographs of participants by CABE or its contractors may be used by CABE for promotional or other purposes at its discretion.

- I acknowledge and agree that any photographs, audio, or video recordings taken of participants by CABE, or its contractors are the sole property of CABE. I understand and agree that there will not be any compensation in connection with the use of these materials.
- I hereby release, waive, and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photography, audio, or video recording by any person or firm authorized by CABE to publish said material ("Publishers"). This release, waiver, and discharge should also extend to all affiliated companies, directors, staff, and board members of said Publishers.
- This release shall be binding upon participants and respective successors, heirs, assigns, executors, administrators, spouses, and next of kin.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS – LEARNING AND LEADERSHIP DIVISION

BACKGROUND INFORMATION:

The purpose of this MOU is to support our District in the design and implementation of high-quality Spanish Dual Language Immersion (DLI) programs and effective language and literacy instruction in both DLI and Structured English Immersion (SEI) settings. This will include a focus on integrated English Language Development (ELD) and the academic language of mathematics. Professional learning will center on the Guiding Principles for Dual Language Education within a Spanish/English program, along with other research-based resources such as the mathematics framework and relevant content area tools. The goal of these services is to enhance instructional quality and ensure alignment with the district's target learning standards as established by the superintendent, administrators, and staff for the 2025–26 school year.

The term of this MOU is from July 1, 2025, through May 31, 2026.

RECOMMENDATION:

Approve the agreement with the San Diego County Superintendent of Schools: Learning and Leadership Division to provide professional learning sessions with the focus on Guiding Principles for Dual Language Education during the 2025-26 school year at a total cost of $10,000.00 from Title I, II, and/or III funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.10: ***Professional Learning: PD, Guided Planning, Implementation and Coaching Support (DA)*** In response to feedback from educational partners and a review of data, teachers and administrators will have the opportunity to participate in ongoing PD and Coaching to support the improved implementation of integrated and designated ELD, ELA, and Math instructional strategies to address the needs of ELs, students with disabilities, and unduplicated students. This action supports improvement efforts identified through technical assistance provided as part of Differentiated Assistance.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$10,000.00	Title I, II, and/or III funds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN YSIDRO SCHOOL DISTRICT

AND

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

This memorandum of understanding (MOU) is entered into this 11th day of June 2025 by and between the SAN YSIDRO SCHOOL DISTRICT, referred to as DISTRICT, and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, on behalf of its Learning and Leadership Division, hereinafter referred to as COUNTY.

I. PURPOSE & INTENDED OUTCOME

The purpose of this proposal is to support San Ysidro School District in the design and implementation of high-quality Spanish Dual Language Immersion (DLI) programs and effective language and literacy instruction (the science of language and literacy) in both DLI and Structured English Immersion (SEI) settings. This includes a focus on integrated English Language Development (ELD) and the academic language of mathematics. Professional learning will center on the *Guiding Principles for Dual Language Education* within a Spanish/English program, along with other research-based resources such as the mathematics framework and relevant content area tools. The goal is to enhance instructional quality and ensure alignment with the district's target learning standards as established by the superintendent, administrators, and staff for the 2025–2026 school year.

II. SERVICES

COUNTY and DISTRICT agree to undertake the following activities:

A. COUNTY will co-plan and co-deliver:
   i. Dual language and science of language and literacy events for the greater community of teachers, parents and administrators.
   ii. Professional learning sessions for grade level teams to plan biliteracy and science of language and literacy or other facets of dual language program structure, curriculum, instruction and assessment, including math instruction.
   iii. Professional learning sessions for grade level teams to plan designated and integrated ELD, including integrated ELD for numeracy and math.

B. COUNTY staff will coach and provide consultations to district administrators on:
   i. Editing the district's dual language handbook and Multilingual Learner Masterplan as needed.
   ii. Accountability via assessments, data collection and analysis of student multilingual progress, with a special focus on LTELs and ARELs.
   iii. Expanding the faith and confidence of educational partners across the San Ysidro community about the multilingual program.
   iv. Countywide and statewide opportunities to build the knowledge and resources of dual language educators and the science of language/literacy/numeracy.

III. OWNERSHIP OF MATERIALS

All materials and documents, including without limitation memoranda, reports, specifications, designs, plans, maps and other documents prepared for, or obtained related to the scope of, this Agreement shall be property of COUNTY from the moment of their creation.

IV. CONTRACT TERM

This contract shall be in force from July 1st, 2025, to May 31, 2026.

V. PAYMENT

DISTRICT agrees to pay COUNTY for services provided, within 30 days of receipt of invoice, **TEN THOUSAND DOLLARS** (**$10,000).**

VI. 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 of Federal court located in San Diego County.

VII. COMPLIANCES WITH LAW

The parties shall be subject to and shall comply with, all Federal State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

VIII. 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 the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IX. HOLD HARMLESS

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from or alleged to have arisen from the indemnifying party's performance or lack thereof under this agreement.

X. CANCELLATION OF AGREEMENT

This Agreement may be cancelled prior to July 1st,2025, upon mutual written agreement of the parties. In the event of cancellation of this Agreement, payment of fees for services provided prior to cancellation will be immediately due and payable to COUNTY.

XI. CONTACT INFORMATION

COUNTY:
Sandra S. Cephas, Coordinator
San Diego County Office of Education
6401 Linda Vista Rd
San Diego, CA 92111
858/295-6613
sandra.cephas@sdcoe.net

District Contact:
Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Road
San Ysidro, CA 92713
619-428-4476 ext. 3070
Marilyn.adrienzen@sysdschools.org
manuel.bojorquez@sysdschools.org

XII. FINAL APPROVAL

This Agreement is of no force or effect until approval by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executive on their behalf by their fully authorized representatives.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
_____	_____
Signature	Signature
Michael Simonson	Marilyn Adrianzen, CBO
Deputy Superintendent, CBO	Name
_____	_____
Date	Date
	Board approved:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 10, 2025

VIA: Gina A. Potter, Ed.D.,
Superintendent

FROM:
Jose Iniguez, Ed.D.,
Assistant Superintendent of Admin.
Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VITAL INSPECTION SERVICES, INC.

BACKGROUND INFORMATION:
In September 2023, Staff developed a Request for Qualifications ("RFQ") to provide Professional Services to the District on an "as needed basis". The RFQ, No. 2307, received responses, and Vital Inspection Services Inc., was approved as a vendor by the governing board of education in September 2023.

Vital Inspection Services, Inc. will be providing DSA inspection services for the CalSHAPE HVAC Replacement Project as follows:

Task Order No. 4 – Willow Elementary School - 31 gas/electric package units
Task Order No. 5 – Sunset Elementary School - 42 gas/electric package units

RECOMMENDATION:
Approve the agreement with Vital Inspection Services Inc. to provide DSA Project Inspector Services for the HVAC Replacement Project at Willow and Sunset Elementary Schools at an estimated amount of $87,344.00 from the CalSHAPE Grant funds and/or other funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2025-2026 Budget?			Requisition #
☒ Yes ☐ No	☒ Yes	☐ No	☐ N/A	
$87,344.00 (Amount)	CalSHAPE Grant Funds and/or other funds (Name of funding source and/or location)			

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
VITAL INSPECTION SERVICE, INC.

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this **11th** day of **July**, **2025**, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **VITAL INSPECTION SERVICES, INC.** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of DISTRICT.

2.2 **Project.** DISTRICT desires to engage Consultant to render its services for **DSA Project Inspection Services for CalSHAPE HVAC Replacement Units Project at Willow Elementary School (Task Order #4) and Sunset Elementary School (Task Order #5)** (the "**Project**").

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term**.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term**. The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "A"** shall remain the same.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of DISTRICT. Any additional personnel performing the Services under this Agreement on behalf

of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured

all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant 's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than $1,000,000 per claim/ $2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "A"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement. Work is to be billed on a time and materials basis.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all

work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions**.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DISTRICT, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

VITAL INSPECTION SERVICES, INC.
5505 E. Santa Ana Canyon Rd. #18771
Anaheim, CA 92817

Attn: Philip Barragan, President
Philip@Vinspection.net

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro CA 92173

Attn: Jose F. Iniguez, Ed.D.,
Assistant Superintendent
Jose.iniguez@sysdschools.org

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of DISTRICT's choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the DISTRICT, its officials officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be

subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq*. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be

the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) Conflict of Interest. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges

that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Name: Marilyn Adrianzen
Title: Chief Business Official

Attest:

By: _____
Name: _____
Title: _____

SYSD Board approved: _____

VITAL INSPECTION SERVICES, INC.

By: _____
Name: Philip Barragan
Title: President

Attest:

By: _____
Name: _____
Title: _____

11-3833108
Federal Tax I.D. Number

SCOPE OF WORK

EXHIBIT A

The Project is related to the California Schools Healthy Air, Plumbing (CalSHAPE), and Efficiency Ventilation Program Revised Commission Guidelines adopted 5/08/2024, to complete the upgrade and replacement of:

Task Order No. 4 – Willow Elementary School - 31 gas/electric package units

Task Order No. 5 – Sunset Elementary School - 42 gas/electric package units

The Carrier gas/electric units currently installed at Sunset will be replaced with high-efficiency Carrier heat pumps. Final specifications of the new units are contingent upon the recommendation of the mechanical design engineer.

See the attached Proposal from Vital Inspection Services for more details.

EXHIBIT A

SAN YSIDRO SCHOOL DISTRICT

Request for Proposal – DSA Project Inspection Services for Willow ES and Sunset ES HVAC Replacement

June 19th, 2025

ATTN: Patricia Caro
San Ysidro School District
4350 Otay Mesa Rd. San Diego, CA 92154

Cover Letter

June 19th, 2025

San Ysidro School District
4350 Otay Mesa Rd.
San Diego, CA 92154

Dear San Ysidro SD,

Vital Inspection Services Inc.
5505 E. Santa Ana Canyon Rd. #18771 Anaheim, CA 92817
Phone/Fax: 888-613-7227
Primary Contact – Jen Caruso
Proposal Manager - ext.9 | Jen@Vinspection.net
Secondary Contact – Giselle Orozco
Director of Operations - ext.2 | Giselle@Vinspection.net
www.Vinspection.net

On behalf of Vital Inspections Services Inc., I am pleased to provide our Proposal to your office in response and receipt of your ***RFP DSA Project Inspection Services at Willow Elementary School and Sunset Elementary School HVAC Replacements.***

We specialize in providing project inspection and quality control management, for public and privately-owned projects. As California's preferred Full-Service Construction Inspection Management Firm, Vital Inspection Services, Inc. has been serving Districts all over California since 2007. Additionally, our Project Inspectors are also proud residents of California and are assigned to assist with projects within their city of residence making our commitment along with that of our Inspectors very personal. We train our Inspectors to view themselves as Representatives of the District fighting for the best interests of the clients we serve. VIS meticulously evaluates all projects to ensure that the Project Inspector we propose is not only the most qualified but also has the knowledge and expertise complementary to the details of the project. Making certain that the projects which they are assigned to will meet all California State codes, regulations, as well as any Owner approved plans and specifications.

Beyond the integrity and availability of our qualified inspectors you can be assured that all of VIS office personnel possess extensive experience and knowledge of codes which they are responsible for enforcing. Which include extensive experience with the Office of Public School Construction ("OPSC"), Department of Toxic Substance Control ("DTSC"), the Uniform Building Code ("UBC"), Title 24 of the California Code of Regulations, and the Division of the State Architect ("DSA"). Communication is the backbone of our success, our administrative team of professionals provides continuous support throughout the project until completion; monitoring inspector reports and documents, verifying procedures and notifications are satisfactory, as well as making documents readily available to our clients.

With a reputation built on integrity, precision, and a client-first approach, we are committed to delivering excellence in every project we inspect. Our team appreciates this opportunity and we look forward to fulfilling your future Project Inspection needs.

Philip Barragan - President of Vital Inspection Services Inc.

6/19/2025
Date

Date of incorporation	10/3/2007
State(s) of incorporation filed	California
Firm's total years' experience	18
CA State File Number	2992509
Small Business Enterprise	1758262
Minority Business Enterprise	SC42708
Department of Industrial Relations	1000011135
Federal Tax ID Number	11-3833108

Fee Proposal

June 19th, 2025

Attn: Patricia Caro
Patricia.Caro@sysdschools.org

Owner: San Ysidro School District
Project: Willow Elementary School and Sunset Elementary School HVAC Replacements.
VIS Project #061125
Subject: DSA Project Inspection Services

VIS is happy to provide this proposal to San Ysidro School District in providing Project Inspector services. Project assigned is for the Willow Elementary School and Sunset Elementary School HVAC Replacements. Below is an estimate of hours as VIS has no control over Contractor work or schedule. This proposal is prepared in accordance with the project details provided.

Project Scope Description:

- **Willow ES DSA App# 04-124363** Alterations to 1-Classroom Building CB (HVAC), 1-Classroom Building CA (HVAC)
- **Sunset ES DSA App#04-124364** Alterations to 1-Multi-purpose Building, 1-Classroom Building

Project Notes: Estimated construction schedules run concurrently with Willow ES running from 9/1/2025-5/1/2026 and Sunset ES from 12/15/25 - 8/1/26, part-time.

- 9/1/25 - 12/12/25 = 15 weeks @ 16hrs/week= 240 hours
- 12/15/25 – 5/1/2026 = 20 weeks @ 20hrs/week = 400 hours
- 5/4/26 – 8/1/2026 = 13 weeks @ 16 hrs/week = 208 hours

Description of Service	Estimated Hours	Hourly Rate	Total
DSA Project Inspector Services	848 hrs.	$103.00	$87,344.00
Total combined Projects Estimated Budget Impact			**$87,344.00**

A. SOW (Scope of Work)

VIS –Inspector of Record duties are to be per Title 24, DSA Standards as the AHJ for California State Unified School Districts. VIS Inc. agrees to provide DSA Inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 through 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs:

1. Coordination with AHJ's including SFM, Health Dept. County and Design Engineers.
2. Coordination with Campus Staff and Facilities as needed.
3. Coordination with Lab of Record for Materials and Testing.
4. Enforcement and observation of plans and specifications per Title 24 and State regulations.
5. Project PI will track and document work that is observed.
6. PI will also attend project meetings as required.

B. Owner/Client agrees to the following:

1. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing.

2. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause.
3. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through VIS Inc., for a period of two (2) years after the dissolution of any contracts through VIS Inc, unless permission is granted prior to such relationships.
4. Contracted Client agrees to pay VIS Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice.
5. Safe access to the Construction Site and areas for Inspection.
6. Provide electronic and hard copy of approved stamped drawings.
7. Provide office space for IOR to review plans, utility lines, and perform required duties. Desk, Chair, Wi-fi, shelves for code books and a plan reading table. Trailers and restrooms shall be reimbursable plus 10% if necessary.

C. Reimbursements: Client agrees to pay for the following Reimbursable expenses:

1. Blueprints and other reproductions.
2. Photos, film, and laser prints.
3. Parking Permits or Passes.
4. Any fees advanced on behalf of Client subject to 10% surcharge.
5. Any out-of-pocket expenses on behalf of Client.

D. Budget Cost Analysis

Though we have included a budgetary cost estimate for our services (see attached), these estimates are not intended to be lump sums or guaranteed costs. This estimate is a time and material basis, and the final cost will vary based on the actual hours served for the project. Also, it does not account for overtime and are contingent upon the phasing of the project and progress of construction.

E. Terms & Conditions

1. Proposal is good for 60 days.
2. All Invoices are due 30 days from being received.
3. Any services that VIS is requested to Sub-Contract or coordinate is subject to a 7% - 10% surcharge.
4. Four-hour minimum applies to all site visits. 4-Hour Minimum: 1 to 4 hours. 6-Hour Minimum: 4 to 6 hours. 8-Hour Minimum: Over 6 to 8 hours.
5. Normal Working Hours: Normal Working hours are noted as 8 hrs./day Monday - Friday between hours of (7AM – 6PM) excluding Holidays.
6. Overtime Rates = Time and half the hourly rate. First 4 hours' overtime of the Normal hours Monday through Friday and all-day Saturday excluding Holidays.
7. Double Overtime Rates = Double the normal hourly rate. All hours over 12 hours Monday through Saturday, all day on Sunday and Holidays.
8. Rates are subject to industry standard annual increase of a minimum of 3%.
9. Rates are negotiable.

If you have any questions, please do not hesitate to contact us to offer further assistance.

Sincerely,

X _____
Philip Barragan – President
Vital Inspection Services Inc.

Accepted by:

X: _____ Date:_____

Name/Title: Marilyn Adrianzen, CBO

Client/Company: San Ysidro School District