San Ysidro School District Governing Board

BOARD MEETING MATERIALS

Thursday,
November 7, 2024
5:00 p.m.

Smythe School Auditorium
1880 Smythe Ave
San Ysidro, CA 92173

GENERAL ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, SEPTEMBER 12, 2024
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board will be held on Thursday, September 12, 2024, and conducted its business meeting at **Vista Del Mar Middle School - Auditorium, 4885 Del Sol Blvd, San Diego, CA 92154.** This meeting was audio recorded.
The public was able to view this meeting by accessing the following link
https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos.

Pursuant to Board Bylaw 9323 and Government Code 54953.5, members of the public may record an open Board meeting using an audio or video recorder, camera, cell phone, or other device, provided that the noise or obstruction of view does not disrupt the meeting or members of the audience. If a member of the public or media wishes to stand and record the meeting or set up a tripod, such recording must be done so on the left or right side of the public seating area. The Superintendent or an assigned employee may designate recording locations. If the Board determines that noise or obstruction of view disrupts proceedings, the activities shall be discontinued as determined by the Board.

Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403).

Closed Session was conducted in accordance with applicable sections of California Law. Open session will begin immediately following closed session at approximately 6:00 p.m.

MINUTES

1. CALL TO ORDER Who: I. Lopez Time: 5:03 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members present:
Mrs. Irene Lopez, Board President
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member

3. AGENDA
The Board approved the agenda for the meeting.

Motion: Martinez Second: Pallasigue Vote: 5-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **Closed Session Items Only.** (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments.

Board Clerk Martinez made a motion to recess to closed session, seconded by Board Vice President Zenaida Rosario. The vote was 5-0.

5. GOVERNING BOARD – RECESSED at 5:07 p.m. to CLOSED SESSION in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
John Doe B.V. v. San Ysidro School District
Case No. 37-2022-00046479-CU-PO-CTL

5.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 5

5.3 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.4 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Manuel Bojorquez
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Certificated Management, Classified Management & Confidential

RECONVENEDS into OPEN SESSION to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- Item 5.1: The Board unanimously approved a settlement agreement in the amount of $87,500 dollars. The motion was made by Board Member Rosaleah Pallasigue and seconded by Board Preident Irene Lopez

6. CALL TO ORDER Who: I. Lopez Time: 6:45 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members present:
Mrs. Irene Lopez, Board President - *left at 9:21 p.m.*
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member

8. FLAG SALUTE by Juan Sanchez Velez, Vista Del Mar Middle School, 7th-grade student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Inzunza)

9.1 Vista Del Mar Middle School - Student and Staff Recognitions - Presented by Vista Del Mar Middle School Principal, Irene Herrera-Cevallas

- **VDM Student Recognitions for Reclassification:** Valeria Lagunas (7th grade), Juan Sanchez Velez (7th grade), Ximena Gonzalez (8th grade), Aritza Martinez (8th grade), and Brian Nguyen (8th grade)
- **VDM Certificated and Classified Staff:** Jose Herrera (PE Teacher & ELO Coordinator - Certificated), Carlos Gomez Mendez (Security - Classified), Nirvana Bustos (Outreach Consultant - Classified) and Thanisha Grijalva (Administrative Clerk I - Classified)
- **VDM Mental Health Support Team:** Jessica Golden (Site Therapist - SBCS), Juan Hermosillo (Screen to Care - SBCS), Nancy Martinez (Military Specialist) and Shea Prophet (Program Director - SBCS)

10. EDUCATION CHAMPION AWARD was presented to the Assistant Superintendent of Educational Leadership and Pupil Services, Russell Little

11. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to the start of the meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

Pablo Sainz-Gabribaldi, District Translator & Interpreter, Commented: 1) Expressed remarks about Assistant Superintendent Russell Little's retirement.

Perla Saavedra, Ocean View Hills Employee, Commented: 1) Expressed concerns regarding enrollment and staff support at Ocean View Hills.

Elizabeth Moreno, Ocean View Hills Employee, Commented: 1) Expressed concerns regarding enrollment and staff support at Ocean View Hills.

Ana Guzman, Ocean View Hills Employee, Commented: 1) Expressed concerns regarding enrollment and staff support at Ocean View Hills.

Miriam Lopez-Leon, Ocean View Hills Employee, Commented: 1) Expressed concerns regarding enrollment and staff support at Ocean View Hills.

Ivanna Peraza, Parent, Commented: 1) Expressed concerns regarding enrollment and staff support at Ocean View Hills.

Grecia Agundez, Ocean View Hills Employee, Commented: 1) Expressed concerns regarding enrollment and staff support at Ocean View Hills.

Christian Cruz, Ocean View Hills Employee, Commented: 1) Expressed concerns regarding enrollment and staff support at Ocean View Hills.

Abigail Espinoza, Parent, Commented: 1) Shared special education concerns.

Karina Robles, Parent, Commented: 1) Shared special education concerns.

Roxane Palestino, Parent, Commented: 1) Addressed concerns regarding a PTA and LCAP surveys.
2) Praised the Director of Early Childhood Education Julie Pretzer, for the beautiful things happening at the Child Development Center.

Kenia Peraza, Parent, Commented: 1) Expressed special education recommendations

Kenia Peraza, Parent, Commented: 1) Read her special education recommendations in Spanish.

Maria Rios, Secretary, La Mirada Employee & CSEA Leadership Secretary, Commented:
1) Shared concerns regarding the district having two Assistant Superintendents.

Martin Arias, Parent, Commented: 1) Communicated information about County resources available for the district and community.

Karla Montanez Meza, Sunset Employee & CSEA Leadership President, Commented:
1) Conveyed concerns regarding the district having two Assistant Superintendents. 2) Expressed concerns regarding enrollment and staff support at Ocean View Hills.

12. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Rudy Lopez, Commented: 1) Thanked Assistant Superintendent Rusell Little for his dedication and service in education. 2) Thanked the National Guard for starting a partnership with the district. 3) Attended Smythe's National Conflict Resolution Center training teachers on inclusive communication strategies.

Board Member Rosaleah Pallasigue, Commented: 1) Thanked Vista Del Mar Middle School for hosting the board meeting. 2) Thanked staff and community members for sharing their public comments. 3) Visited schools to recognize Star Student Spotlights. 4) Thanked Assistant Superintendent Rusell Little for his dedication and service in education.

Board Vice President Zenaida Rosario, Commented: 1) Thanked Vista Del Mar for hosting the board meeting. 2) Mentioned that student curriculum is critical for their success. 3) Thanked Superintendent Potter for her leadership. 4) Thanked Assistant Superintendent Rusell Little for his dedication and service in education and congratulated him on his retirement.

Board Clerk Antonio Martinez, Commented: 1) Thanked Vista Del Mar Middle School for hosting the board meeting. 2) Mentioned the importance of aligning district curriculum with Sweetwater Union High School District. 3) Thanked Sunset School Principal Efrain Burciaga and La Mirada School Principal Laura English for coordinating the Star Student Spotlight celebrations. He looks forward to visiting the other schools. 4) Thanked Assistant Superintendent Rusell Little for his dedication and service in education and congratulated him on his retirement.

Board President Irene Lopez, Commented: 1) Visited Sunset Elementary School to recognize students in the Lego Club. 2) Visited La Mirada Elementary to recognize students who created the Eagles Newspaper. 3) Thanked Vista Del Mar Middle School for hosting the board meeting. 4) Thanked Superintendent Potter for bringing creative ideas to the district. 5) Thanked Assistant Superintendent Rusell Little for his dedication and service in education.

Superintendent. Dr. Gina Potter, Commented: 1) Thanked Vista Del Mar Middle School for hosting the board meeting. 2) Expressed gratitude to staff and community members for sharing their public comments. 3) Gave special thanks to Principals and educators for fantastic back-to-school nights. 4) Superintendent Potter praised the incredible district gardeners' team for their hard work and dedication in beautifying our schools: Daniel Camberos (Lead Gardener), Moises Camberos, Angel Alvarez, Jossue Cruz, and Ernie Marquez. 5) Thanked the MOTF team for completing the Sunset Elementary School turf playfield. 6) Acknowledged Director of Educational Services Program Luis Ramos and his team for launching a successful start of the Innovación Program that serves 2,000 students. 7) Congratulated the newly elected leaders in the Southwest Administrator's Association leadership team: Ocean View Hills Principal Erika Mesa (Treasurer), Vista Del Mar Principal Irene Herrera-Cevallos (Auditor), and Smythe Principal Dr. Rebecca Bravo (Committee Member). 8) Shared the excellent work the San Ysidro Education Collaborative provides to our community. 9) Mentioned the district leadership team participating in Leadership Academy - Day 2 which consisted of professional development with the former State Board of Education and current NCUST Executive Director Dr. Francisco Escobedo. 10) Thanked Communications Specialist Cristina Inzunza for launching the fall semester parent English classes in partnership with Southwestern Community College. 11) Thanked Sunset Elementary School Principal Efrain Burciaga and La Mirada School Principal Laura English for coordinating the Star Student Spotlight celebrations. 12) Wished everyone a wonderful fall break. 13) Expressed deep gratitute to Assistant Superintendent Rusell Little for his dedication and service in education and congratulated him on his retirement.

13. CONFERENCE SESSION
Reports/Presentations

13.1 2023-2024 Unaudited Actuals - Presented by Chief Business Official, Marilyn Adrianzen

13.2 San Diego County Office of Education Williams Report for 2024-2025 at San Ysidro Middle School - Presented by Assistant Superintendent of Educational Leadership, Russell Little, and Assistant Superintendent of Administrative Support, School Support, and Safety, Dr. Jose Iniguez

14. GENERAL ADMINISTRATION

14.1 MINUTES (Potter)
The Board approved the minutes of the Regular Board Meeting of August 8, 2024, and the Special Board Meeting of August 8, 2024.

Motion: Martinez Second: Rosario Vote: 5-0

14.2 RESOLUTION NO. 24/25-0015 - NATIONAL HISPANIC HERITAGE MONTH (Potter)
The Board adopted Resolution No. 23/24-0015 designating September 2024 as National Hispanic Heritage Month in the San Ysidro School District.

Motion: Pallasigue Second: Martinez Vote: 5-0

14.3 OPEN ANNUAL PUBLIC HEARING REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION (Little)
The Board opened the annual public hearing regarding the sufficiency of Instructional Materials and Williams Settlement Legislation for the 2024-2025 fiscal year.

Motion: Martinez Second: Pallasigue Vote: 5-0

There were no public comments.

14.4 CLOSE ANNUAL PUBLIC HEARING REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION (Little)
The Board closed the annual public hearing regarding the sufficiency of Instructional Materials and Williams Settlement Legislation for the 2024-2025 fiscal year.

Motion: Martinez Second: Rosario Vote: 5-0

14.5 RESOLUTION 24/25-0013 DETERMINING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2024-2025 (Little)
The Board adopted Resolution No. 24/25-0013, determining the sufficiency of Instructional Materials for fiscal year 2024-2025.

Motion: Martinez Second: I. Lopez Vote: 5-0

14.6 NOMINATIONS - CSBA DIRECTORS-AT-LARGE HISPANIC AND ASIAN PACIFIC ISLANDER (Potter)
The Board nominated Rudy Lopez to the CSBA Director-At-Large Hispanic.

Motion: Martinez Second: Rosario Vote: 5-0

14.7 UNAUDITED ACTUALS FINANCIAL REPORT FOR FISCAL YEAR 2023-24 (Adrianzen)
The Board approved the Unaudited Actuals Financial Report for fiscal year 2023-24.

Motion: Martinez Second: Rosario Vote: 5-0

14.8 EDUCATION PROTECTION ACCOUNT EXPENDITURE REPORT FOR FISCAL YEAR 2023-24 (Adrianzen)
Information Only

14.9 RESOLUTION NO. 24/25-0018 ADOPTING THE "GANN" LIMIT (Adrianzen)
The Board approved Resolution No. 24/25-0018 adopting the Appropriation Limit (Gann Limit) for 2023-24 and 2024-25 Estimated Appropriations Limitation.

Motion: Martinez Second: I. Lopez Vote: 5-0

14.10 RESOLUTION 24/25-0014 TO SUPPORT RED RIBBON WEEK, OCTOBER 23–31, 2024: "LIFE IS A MOVIE, FILM DRUG FREE" (Little)
The Board approved Resolution No. 24/25-0014 to support the activities during the Red Ribbon week on October 23-31, 2024, with expenditures at the cost of $1,600.00 for bracelets from the General fund.

Motion: I. Lopez Second: Martinez Vote: 5-0

14.11 RESOLUTION NO. 24/25-0016 DESIGNATING AUTHORIZED REPRESENTATIVES TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2024-2025 (Adrianzen)
Approve Resolution No. 24/25-0016.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

14.12 RESOLUTION NO. 24/25-0017 AND CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2025-2026 (Little/Pretzer)
The Board adopted Resolution No. 24/25-0017 and approved the Continued Funding Application for the District's State Preschool and Child Development Programs for fiscal year 2025-2026.

Motion: Martinez Second: Pallasigue Vote: 5-0

14.13 RESOLUTION NO. 24/25-0019 AUTHORIZING SUPPORT OF PROPOSITION 2: KINDERGARTEN THROUGH GRADE 12 SCHOOLS AND LOCAL COMMUNITY COLLEGE PUBLIC EDUCATION FACILITIES MODERNIZATION, REPAIR, AND SAFETY BOND ACT OF 2024 (Iniguez)
The Board approved Resolution No. 24/25-0019 authorizing support of Proposition 2: Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.

Motion: Martinez Second: Rosario Vote: 5-0

14.14 AGREEMENT BETWEEN MATTHEW BANDY AND THE SAN YSIDRO SCHOOL DISTRICT
(Bojorquez)
The Board approved the agreement between Matthew Bandy and the San Ysidro School District to work as a Substitute Principal on an as needed basis for the 2024-2025 school year while the District recruits for the position.

Motion: Martinez Second: R. Lopez Vote: 5-0

15. CONSENT CALENDAR
The Board approved the Consent Calendar with the following changes:

- Pulled Consent Calendar Items 15C.1, 15C.3, 15C.4, 15E.33 and to be voted on separately.

Motion: Martinez Second: R. Lopez Vote: 4-0

15A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Bojorquez)
The Board approved/ratified the employment for the following as recommended by staff:

15A.1 Area Production Lead
a. Yesenia Charles, Child Nutrition Services

15A.2 Child Nutrition Specialist
a. Veronica Ramirez, La Mirada

15A.3 Substitute Campus Aides
a. Kelly Dunnon, All Sites
b. Carlos Lopez, All Sites
c. Viviana Snyder, All Sites

15A.4 Substitute Clerk
a. Arielle Cabrera Murillo, All Sites
b. Carlos Sanchez Guerrero, All Sites

15A.5 Substitute Custodians
a. German Fimbres, All Sites
b. Carlos Lopez, All Sites
c. Jorge Olivas Uribe, All Sites
d. Eduardo Osuna, All Sites
e. Julio Ruelas, All Sites

15A.6 Substitute Instructional Aides
a. Grecia Lopez, All Sites
b. Elda Martinez, All Sites
c. Viviana Snyder, All Sites
d. Claudia Sotelo, All Sites
e. Mitzi Vazquez Cabrera, All Sites
f. Rosa Vergara, All Sites
g. Karla Weinstein, All Sites

RESIGNATIONS (Bojorquez)
The Board approved/ratified the resignation for the following as recommended by staff:

15A.7 Administrative Clerk I
a. Silvia Mendoza, Sunset

15A.8 Bus Driver
a. Marcela Mora Robles, Transportation

APPROVE NEW JOB DESCRIPTION (Bojorquez)
The Board approved the new job description for the following as recommended by staff:
15A.9 Special Program Custodian

15B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Bojorquez)
The Board approved/ratified the employment for the following as recommended by staff:
15B.1 Classroom Teachers K-6
a. Benjamin Concepcion, Willow
b. Jennifer Covarrubias, La Mirada
c. Giselle Flores, Ocean View Hills
d. Ana Hurtado, Smythe
15B.2 Temporary Classroom Teacher K-6
a. Marozana Banaga, Smythe

APPROVE REVISED JOB DESCRIPTION (Bojorquez)
The Board approved/ratified the revised job description for the following as recommended by staff:
15B.3 Preschool Permit Teacher

RECRUITMENT (Bojorquez)
The Board approved/ratified to establish recruitment for the following as recommended by staff:
15B.4 Temporary Resource Teacher

15C. PERSONNEL – MANAGEMENT AND CONFIDENTIAL

EMPLOYMENT (Bojorquez)
The Board approved the employment for the following as recommended by staff:
15C.1 Assistant Principal - *Pulled for discussion and to be voted on separately*
a. Pedro Fuentez, San Ysidro Middle

Motion: R. Lopez Second: Pallasigue Vote: 4-0

RETIREMENT (Potter)
The Board approved the retirement for the following as recommended by staff:
15C.2 Assistant Superintendent of Educational Leadership & Pupil Services
a. Russell Little, Pupil Services

APPOINTMENT (Potter)
The Board approved the appointments of the following as recommended by staff:
15C.3 Assistant Superintendent of Educational Leadership & Pupil Services - *Pulled for discussion and to be voted on separately*
a. Manuel Bojorquez, Educational & Pupil Services - *Pulled for discussion and to be voted on separately*

Motion: R. Lopez Second: Pallasigue Vote: 4-0

15C.4 Director of Human Resources
a. Efrain Burciaga, Human Resources

Motion: Martinez Second: Pallasigue Vote: 4-0

15D. CURRICULUM & INSTRUCTION

15D.1 EDUCATIONAL FIELD TRIPS FOR SCHOOL YEAR 2024-25 (Little)
The Board approved the educational field trips to different destinations for students in grades Transitional Kindergarten to Eighth from all schools during the 2024-25 school year. Student fees and transportation services will be covered from Fundraising, Donations, Museum Grants and the Supplemental and Concentration Fund as needed.

15D.2 PURCHASE OF THE LAS LINKS ONLINE SUB-TEST ADMINISTRATION PACKAGE FROM DATA RECOGNITION CORPORATION (DRC) (Little/Rodriguez)
The Board approved the purchase of the LAS Links Online Sub-Test Administration package from Data Recognition Corporation at the total cost of $1,598.35 from the General fund.

15D.3 LICENSE SUBSCRIPTIONS FOR VISTA DEL MAR MIDDLE SCHOOL (Little/Cevallos)
The Board approved/ratified the renewal of two license subscriptions for Vista Del Mar Middle School at the total cost of $3,640.00 from the Title I fund.

15D.4 LICENSE SUBSCRIPTIONS FOR SAN YSIDRO MIDDLE SCHOOL (Little/Ruiz)
The Board approved/ratified the renewal of three license subscriptions for San Ysidro Middle School at the total cost of $15,660.00 from the Title I fund.

15D.5 LICENSE SUBSCRIPTIONS FOR LA MIRADA ELEMENTARY (Little/English)
The Board approved/ratified the renewal of two license subscriptions for La Mirada Elementary School at the total cost of $6,795.00 from the Comprehensive Support and Improvement (CSI) fund.

15D.6 PROFESSIONAL DEVELOPMENTS (Little)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

15E. BUSINESS

15E.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified purchase orders incurred by the District during the month of August 2024.

15E.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the month of August 2024.

15E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)
The Board approved/ratified the agreements on the attached list with cost implications 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.

15E.4 AMENDMENT NO. 1 TO THE BEST BEST & KRIEGER LLP AGREEMENT (Adrianzen)
The Board approved/ratified Amendment No. 1 to the Best Best & Krieger LLP Agreement to include pension consultant services retroactive to July 1, 2024. Cost implications will be paid from the General fund.

15E.5 AGREEMENT WITH C-BELOW, INC. (Iniguez)
The Board approved the agreement with, C-Below, Inc.to provide Utility and Subsurface Mapping Services for the Community Resource Center at Beyer Project in the amount of $10,760.00 from the General Obligation Bonds.

15E.6 AGREEMENT WITH C-BELOW, INC. (Iniguez)
The Board approved the agreement with C-Below, Inc. to provide Utility and Subsurface Mapping Services for the San Ysidro Middle School Revitalization Project in the amount of $74,810.00 from the General Obligation Bonds.

15E.7 AGREEMENT WITH TRANSFINDER (Iniguez)
The Board approved/ratified the agreement with Transfinder Agreement to provide software license for transportation routing, scheduling and GPS integration systems at an annual cost of $14,880.00 from the General- Transportation Fund.

15E.8 AGREEMENT WITH BRIGHTLY SOFTWARE, INC. (Iniguez)
The Board approved/ratified Agreement to the Brightly Software Agreement to provide Implementation for the Maintenance Department at an annual cost of $12,727.24 from the Routine Restricted Maintenance Account.

15E.9 AMENDMENT NO. 1 TO THE CUPCCAA AGREEMENT WITH KONE, INC. (Iniguez)
The Board approved/ratified Amendment No. 1 to the CUPCCAA agreement with Kone, Inc. to provide elevator repair services at Willow School for an additional $8,829.02 from the Routine Restricted Maintenance Account.

15E.10 CUPCCAA AGREEMENT WITH KOMPAN LET'S PLAY (Iniguez)
Approve the agreement with Kompan Let's Play for the playground equipment repairs at Willow School. The cost implications of $32,934.03 will be paid from the COPs Refunding account.

15E.11 ADDENDUM TO THE CONSULTING AGREEMENT WITH EMILY N. STEWART (Little)
The Board approved the addendum to the agreement with Emily N. Stewart Consulting for professional learning services for teachers in grades Transitional Kindergarten through Second during the 2024-25 school year at the total cost of $81,000.00 from the Title I PD fund.

15E.12 AMENDMENT NO. 1 TO THE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PARTICIPATION IN PROJECT CLEAR (Little)
The Board approved the amendment to the agreement with the San Diego County Superintendent of Schools for the Reading Recovery Program preparation and certification through the Project CLEAR program during the 2024-25 school year.

15E.13 GRANT ACCEPTANCE AND AGREEMENT WITH THE POSITIVE MOVEMENT FOUNDATION FOR 2024-25 (Little/Cerda)
The Board accepted the grant award and approved the amendment to The Positive Movement Foundation to provide educational programs, supplies and incentives to Willow Elementary School's students and staff during 2024-25 at no cost to the District.

15E.14 AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) (Little/Pretzer)
The Board approved the agreement with Episcopal Community Services for the 2024-25 Head Start Program.

15E.15 AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (Little/Pretzer)
The Board approved/ratified the agreement with The Regents of the University of California to extend vision screening services for school year 2023-25 at a cost of $19.50 per student from Preschool and Child Development funds.

15E.16 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH AMERGIS HEALTHCARE STAFFING SERVICES (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Master Contract with Amergis Healthcare Staffing to provide several special education services during the 2024-2025 school year. Cost implications will be paid from the Special Education fund.

15E.17 SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH BRIDGE THE GAP SPED, LLC (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Agency Master Contract with Bridge The Gap Sped, LLC for school year 2024-2025, to provide services for students with special needs. Cost implications will be paid from the Special Education fund.

15E.18 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH AMN ALLIED SERVICES, LLC (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Master Contract with AMN Allied Services, LLC for the school year 2024-25 to provide speech services for students with special needs. Cost implications will be paid from the Special Education fund.

15E.19 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SUNBELT STAFFING, LLC (Little/Madera)
The Board approved/ratifiedthe San Diego County Nonpublic Master Contract with Sunbelt Staffing, LLC to provide several special education services for students with special needs during school year 2024-2025. Cost implications will be paid from the Special Education Fund.

15E.20 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH THE SPEECH PATHOLOGY GROUP, INC DBA SPG THERAPY & EDUCATION (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Agency Master Contract with The Speech Pathology Group, Inc. for the school year 2024-2025 to provide speech services to students with special needs. Cost implications will be paid from the Special Education fund.

15E.21 SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH THE STEPPING STONES GROUP, LLC (Little/Madera)
The Board approved/ratifiedthe San Diego County Nonpublic Agency Master Contract with The Stepping Stones Group for school year 2024-2025 to provide several special education services. Cost implications will be paid from the Special Education fund.

15E.22 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH KYO AUTISM THERAPY, LLC (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Master Contract with Kyo Autism Therapy, LLC for the 2024-2025 school year, to provide behavior intervention services for students with special needs. Cost implications will be paid from the Special Education fund.

15E.23 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH THE INSTITUTE FOR EFFECTIVE EDUCATION (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Master Contracts with The Institute for Effective Education (Children's Workshop) for school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications estimated at $338,499.00 will be paid from the Special Education fund.

15E.24 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH THE INSTITUTE FOR EFFECTIVE EDUCATION (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Master Contract with The Institute for Effective Education (Mission Valley Academy) for school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications of $181,926.00 will be paid from the Special Education fund.

15E.25 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT – INTERIM WRITTEN APPROVAL WITH BMR HEALTH SERVICES, INC. (Little/Madera)
The Board approved the San Diego County Nonpublic Agency Master Contract-Interim Written Approval with BMR Health Services, Inc. for the school year 2024-2025 to provide speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

15E.26 AGREEMENT WITH CLUB XCITE (Little/Madera)
The Board approved the Agreement with Club Xcite to provide one-on-one home/online tutoring for school year 2024-25 at a rate from $95.00 per hour to $105.00 per hour from the Special Education fund.

15E.27 AGREEMENT WITH MYPT SAN DIEGO (Little/Madera)
The Board approved the agreement with MyPT San Diego for the 2024-2025 school year to provide physical therapy services to students with special needs. Costs up to $40,000.00 to be paid from the Special Education fund.

15E.28 AGREEMENT WITH THE MUSIC THERAPY CENTER OF CALIFORNIA (Little/Madera)
The Board approved/ratified the agreement with The Music Therapy Center of CA for school year 2024-2025 to provide music therapy to students who receive special education services per their Individualized Education Plan. The cost implication is estimated at $4,000.00, which will be paid from the Special Education fund.

15E.29 AGREEMENT WITH N2Y PROFESSIONAL LEARNING TEAM (Little/Madera)
The Board approved/ratified the purchase and renewal of software licenses from n2y Professional Learning Team for the 2024-2025 school year at a cost of $9,439.76 from the Special Education fund.

15E.30 MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTICIPATION IN THE MIDDLE SCHOOL ATHLETIC LEAGUE (Little/Ramos)
The Board approved the Memorandum of Understanding with Sweetwater Union High School District for participation in the Middle School Athletic League during the 2024-25 school year at the approximate cost of $10,000.00 from the ELO-P Fund.

15E.31 MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) (Little/Rodriguez)
The Board approved the Memorandum of Understanding with the California Association for Bilingual Education (CABE) for professional learning services for support of the English Language Development Program at the total cost of $36,000.00 from the Title II fund.

15E.32 MASTER DATA SHARING AGREEMENT AND AMENDMENT NO. 1 WITH THE SBCS CORPORATION FOR THE SAN DIEGO PROMISE NEIGHBORHOOD PROGRAM (Little/Bojorquez)
The Board approved the Master Data Sharing Agreement and Amendment No. 1 with SBCS Corporation as the Lead Agency for the San Diego Promise Neighborhood Program during the 2024-2025 school year at no cost to the District.

15E.33 MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA NATIONAL GUARD - COUNTERDRUG TASK FORCE (Little) - - *Pulled for discussion and to be voted on separately*

The Board approved the agreement with the California National Guard - Counterdrug Task Force to provide middle school students and staff with training and support at no cost to the District.

Motion: R. Lopez Second: Rosario Vote: 4-0

Board Member Pallasigue made a motion to adjourn the meeting, seconded by Board Clerk Martinez. The vote was 4-0.

16. ADJOURNMENT Time: 9:41 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: ORGANIZATIONAL MEETING

BACKGROUND INFORMATION:
The Education Code requires that governing boards hold an annual organizational meeting for the purpose of electing officers and establishing dates of regular meetings.

Education Code section 35143 provides that:

- The governing board of each school district shall hold an annual organizational meeting. In 2024, the organizational meeting must be held on any date between Dec. 13 and Dec. 27, inclusive.
- The day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately before the organizational meeting (generally at their November regular meeting) unless otherwise provided by the rule of the governing board.
- The board shall notify the County Superintendent of Schools of the day and time selected.
- If the board fails to select a day and time for the annual organizational meeting, the County Superintendent of Schools shall designate the day and time of the meeting and shall notify all members in writing.
- Within 15 days prior to the date of the annual organizational meeting, the clerk of the board shall provide written notice of the meeting to board members.

RECOMMENDATION:
Approve Thursday, December 19, 2024, at 5:00 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time, and place for the annual Organizational Meeting of the Governing Board per Education Code section 35143.

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: November 7, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☒ Informational
☐ Action

AGENDA ITEM: GASB 75 STATEMENT AND OPEB REPORT FOR FISCAL YEAR 2023-24

BACKGROUND INFORMATION:

Governing Accounting Standards Board (GASB) Statement 75 requires that districts determine the post employment benefits obligations every year. The GASB Actuarial Valuation Report summarizes the San Ysidro School Distrct's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2024 (measured at June 30, 2023).

Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

RECOMMENDATION:

Information Only. *(A representative from Nyhart Company will be present to answer questions from the Governing Board.)*

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

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GASB 75 ACTUARIAL VALUATION

Fiscal Year Ending June 30, 2024

SAN YSIDRO SCHOOL DISTRICT

CONTACT

Sandy DeKalb, ASA, MAAA
sandy.dekalb@nyhart.com

PHONE

General (317) 845-3500

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nyhart
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November 4, 2024

Marilyn Adrianzen
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

This report summarizes the GASB actuarial valuation for the San Ysidro School District 2023/24 fiscal year. To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions). This report may not be appropriate for other purposes. Please contact Nyhart prior to disclosing this report to any other party or relying on its content for any purpose other than that explained above. Failure to do so may result in misrepresentation or misinterpretation of this report.

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor. We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based. When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement. We are not aware of any significant issues with and have relied on the data provided.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and
- changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement.

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.

Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The undersigned are compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

Should you have any questions please do not hesitate to contact us.

Sandy DeKalb, ASA, MAAA
Actuary

Cody Kocher, FSA, MAAA
Actuary

Executive Summary

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Summary of Results

Presented below is the summary of GASB 75 results for the fiscal year ending June 30, 2024 compared to the prior fiscal year as shown in the District's Notes to Financial Statement.

		As of June 30, 2023		As of June 30, 2024
Total OPEB Liability	$	16,544,352	$	16,017,716
Actuarial Value of Assets	$	0	$	0
Net OPEB Liability	$	16,544,352	$	16,017,716
Funded Ratio		0.0%		0.0%

		FY 2022/23		FY 2023/24
OPEB Expense	$	1,357,329	$	1,103,866
Annual Employer Contributions	$	449,870	$	372,690

	As of June 30, 2023	As of June 30, 2024
Discount Rate	4.09%	4.13%
Expected Return on Assets	N/A	N/A

	As of June 30, 2024
Total Active Participants	502
Total Retiree Participants	46

The active participants' number above may include active employees who currently have no health care coverage. Refer to Summary of Participants section for an accurate breakdown of active employees with and without coverage.

Executive Summary

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

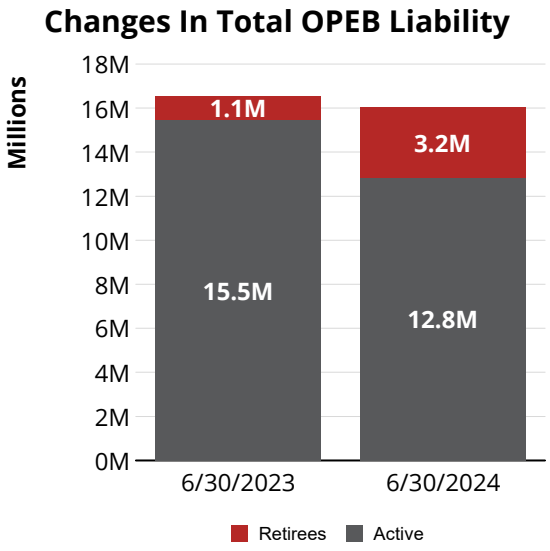
Summary of Results

Below is a breakdown of total GASB 75 liabilities allocated to past and current service compared to the prior year. The table below also provides a breakdown of the Total OPEB Liability allocated to pre- and post- Medicare eligibility. The liability shown below includes explicit (if any) and implicit subsidies. Refer to the Substantive Plan Provisions section for complete information on the Plan Sponsor's GASB subsidies.

Present Value of Future Benefits		As of June 30, 2023		As of June 30, 2024
Active Employees	$	25,775,110	$	23,516,548
Retired Employees		1,083,638		3,176,543
Total Present Value of Future Benefits	$	**26,858,748**	$	**26,693,091**

Total OPEB Liability		As of June 30, 2023		As of June 30, 2024
Active Pre-Medicare	$	15,460,714	$	12,841,173
Active Post-Medicare		0		0
Active Liability	$	15,460,714	$	12,841,173
Retiree Pre-Medicare	$	1,083,638	$	3,176,543
Retiree Post-Medicare		0		0
Retiree Liability	$	1,083,638	$	3,176,543
Total OPEB Liability	$	**16,544,352**	$	**16,017,716**

	As of June 30, 2023	As of June 30, 2024
Discount Rate	4.09%	4.13%



Present Value of Future Benefits (PVFB) is the amount needed as of June 30, 2024 and June 30, 2023, to fully fund the District's retiree health care subsidies for existing and future retirees and their dependents assuming all actuarial assumptions are met.

Total OPEB Liability is the portion of PVFB considered to be accrued or earned as of June 30, 2024 and June 30, 2023. This amount is a required disclosure in the Required Supplementary Information section.

GASB Disclosures

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Schedule of Changes in Net OPEB Liability and Related Ratios

OPEB Liability	FY 2023/24	FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20
Total OPEB Liability					
Total OPEB Liability - beginning of year	$ 16,544,352	$ 18,578,137	$ 18,191,841	$ 17,019,214	$ 15,092,409
Service cost	779,743	1,098,870	883,281	801,272	691,833
Interest	701,010	426,027	499,623	554,220	544,221
Change of benefit terms	0	45,849	0	0	0
Changes in assumptions	(1,619,339)	(2,500,757)	155,411	704,854	590,377
Differences between expected and actual experience	(15,360)	(653,904)	(563,549)	(431,806)	570,501
Benefit payments	(372,690)	(449,870)	(588,470)	(455,913)	(470,127)
Net change in total OPEB liability	$ (526,636)	$ (2,033,785)	$ 386,296	$ 1,172,627	$ 1,926,805
Total OPEB Liability - end of year	$ 16,017,716	$ 16,544,352	$ 18,578,137	$ 18,191,841	$ 17,019,214
Plan Fiduciary Net Position					
Plan fiduciary net position - beginning of year	$ 0	$ 0	$ 0	$ 0	$ 0
Contributions - employer	372,690	449,870	588,470	455,913	470,127
Contributions - active employees	0	0	0	0	0
Net investment income	0	0	0	0	0
Benefit payments	(372,690)	(449,870)	(588,470)	(455,913)	(470,127)
Trust administrative expenses	0	0	0	0	0
Net change in plan fiduciary net position	$ 0	$ 0	$ 0	$ 0	$ 0
Plan fiduciary net position - end of year	$ 0	$ 0	$ 0	$ 0	$ 0
Net OPEB Liability - end of year	**$ 16,017,716**	**$ 16,544,352**	**$ 18,578,137**	**$ 18,191,841**	**$ 17,019,214**
Plan fiduciary net position as % of total OPEB liability	0.0%	0.0%	0.0%	0.0%	0.0%
Covered employee payroll	$ 40,292,554	$ 37,797,450	$ 35,066,824	$ 33,919,198	$ 32,931,260
Net OPEB liability as % of covered payroll	39.8%	43.8%	53.0%	53.6%	51.7%

* Amounts above reflect a beginning of year measurement date; so the reconciliation for FY 2023/24 is from July 1, 2022 to June 30, 2023.

** Employer contributions and benefit payments for FY 2023/24 are for the period July 1, 2022 to June 30, 2023 and include pay-go costs as provided by the District plus estimated implicit subsidy benefit payments from the FY 2022/23 valuation.

GASB Disclosures

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Schedule of Changes in Net OPEB Liability and Related Ratios (Continued)

OPEB Liability		FY 2018/19		FY 2017/18
Total OPEB Liability				
Total OPEB Liability - beginning of year	$	14,463,634	$	13,730,460
Service cost		684,496		661,989
Interest		507,697		482,353
Change of benefit terms		0		0
Changes in assumptions		(131,692)		0
Differences between expected and actual experience		0		0
Benefit payments		(431,726)		(411,168)
Net change in total OPEB liability	$	628,775	$	733,174
Total OPEB Liability - end of year	$	15,092,409	$	14,463,634
Plan Fiduciary Net Position				
Plan fiduciary net position - beginning of year	$	0	$	0
Contributions - employer		431,726		411,168
Contributions - active employees		0		0
Net investment income		0		0
Benefit payments		(431,726)		(411,168)
Trust administrative expenses		0		0
Net change in plan fiduciary net position	$	0	$	0
Plan fiduciary net position - end of year	$	0	$	0
Net OPEB Liability - end of year	**$**	**15,092,409**	**$**	**14,463,634**
Plan fiduciary net position as % of total OPEB liability		0.0%		0.0%
Covered employee payroll	$	30,005,000	$	30,005,000
Net OPEB liability as % of covered payroll		50.3%		48.2%

* Amounts above reflect a beginning of year measurement date.

GASB Disclosures

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

OPEB Expense

OPEB Expense		FY 2023/24		FY 2022/23
Discount Rate				
Beginning of year		4.09%		2.19%
End of year		4.13%		4.09%
Service cost	$	779,743	$	1,098,870
Interest		701,010		426,027
Change of benefit terms		0		45,849
Projected earnings on OPEB plan investments		0		0
Reduction for contributions from active employees		0		0
OPEB plan administrative expenses		0		0
Current period recognition of deferred outflows / (inflows) of resources				
Differences between expected and actual experience	$	(107,870)	$	(106,334)
Changes in assumptions		(269,017)		(107,083)
Net difference between projected and actual earnings on OPEB plan investments		0		0
Total current period recognition	$	(376,887)	$	(213,417)
Total OPEB expense	$	1,103,866	$	1,357,329

Deferred Outflows / (Inflows) of Resources

Deferred Outflows / (Inflows) of Resources represents the following items that have not been recognized in the OPEB Expense:

1. Differences between expected and actual experience of the OPEB plan
2. Changes of assumptions
3. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)

The initial amortization period for the first two items noted above is based on expected future service lives while the difference between the projected and actual earnings in OPEB plan investment is amortized over five years. All balances are amortized linearly on a principal only basis and new bases will be created annually for each of the items above.

Differences between expected and actual experience for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2024
June 30, 2018	$ 0	N/A	$ 0	$ 0
June 30, 2019	$ 0	N/A	$ 0	$ 0
June 30, 2020	$ 570,501	9	$ 63,389	$ 253,556
June 30, 2021	$ (431,806)	9	$ (47,978)	$ (239,894)
June 30, 2022	$ (563,549)	10	$ (56,355)	$ (394,484)
June 30, 2023	$ (653,904)	10	$ (65,390)	$ (523,124)
June 30, 2024	$ (15,360)	10	$ (1,536)	$ (13,824)

Deferred Outflows / (Inflows) of Resources (Continued)

Changes in assumptions for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2024
June 30, 2018	$ 0	N/A	$ 0	$ 0
June 30, 2019	$ (131,692)	8	$ (16,462)	$ (32,920)
June 30, 2020	$ 590,377	9	$ 65,597	$ 262,392
June 30, 2021	$ 704,854	9	$ 78,317	$ 391,586
June 30, 2022	$ 155,411	10	$ 15,541	$ 108,788
June 30, 2023	$ (2,500,757)	10	$ (250,076)	$ (2,000,605)
June 30, 2024	$ (1,619,339)	10	$ (161,934)	$ (1,457,405)

Net Difference between projected and actual earnings in OPEB plan investments for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2024
June 30, 2020	$ 0	N/A	$ 0	$ 0
June 30, 2021	$ 0	N/A	$ 0	$ 0
June 30, 2022	$ 0	N/A	$ 0	$ 0
June 30, 2023	$ 0	N/A	$ 0	$ 0
June 30, 2024	$ 0	N/A	$ 0	$ 0

Deferred Outflows / (Inflows) of Resources (Continued)

As of fiscal year ending June 30, 2024	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	$ 253,556	$ (1,171,326)
Changes in assumptions	762,766	(3,490,930)
Net difference between projected and actual earnings in OPEB plan investments	N/A	N/A
Contributions subsequent to the measurement date	708,481	N/A
Total	**$ 1,724,803**	**$ (4,662,256)**

Annual Amortization of Deferred Outflows / (Inflows)

The balances as of fiscal year ending June 30, 2024 of the deferred outflows / (inflows) of resources will be recognized in OPEB expense in the future fiscal years as noted below. Balances shown below do not include the recognition of any deferred outflows for contributions subsequent to the measurement date.

FYE	Balance
2025	$ (376,887)
2026	$ (376,883)
2027	$ (360,425)
2028	$ (360,421)
2029	$ (489,414)
Thereafter	$ (1,681,904)

* Contributions subsequent to measurement date are for the period July 1, 2023 to June 30, 2024 and include actual pay-go costs as provided by the District plus estimated implicit subsidy benefit payments from the FY 2023/24 valuation.

Sensitivity Results

The following presents the Net OPEB Liability as of June 30, 2024, calculated using the discount rate assumed and what it would be using a 1% higher and 1% lower discount rate.

- The current discount rate is 4.13%.
- The 1% decrease in discount rate would be 3.13%.
- The 1% increase in discount rate would be 5.13%.

As of June 30, 2024		Net OPEB Liability
1% Decrease	$	17,087,403
Current Discount Rate	$	16,017,716
1% Increase	$	14,987,632

The following presents the Net OPEB Liability as of June 30, 2024, using the health care trend rates assumed and what it would be using 1% higher and 1% lower health care trend rates.

- The current health care trend rate starts at an initial rate of 8.00%, decreasing to an ultimate rate of 4.50%.
- The 1% decrease in health care trend rates would assume an initial rate of 7.00%, decreasing to an ultimate rate of 3.50%.
- The 1% increase in health care trend rates would assume an initial rate of 9.00%, decreasing to an ultimate rate of 5.50%.

As of June 30, 2024		Net OPEB Liability
1% Decrease	$	14,496,595
Current Trend Rates	$	16,017,716
1% Increase	$	17,765,767

Projection of GASB Disclosures

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

The Total OPEB Liability (TOL) is expected to change on an annual basis as a result of expected and unexpected events. Under normal circumstances, it is generally expected to have a net increase each year. Below is a list of the most common events affecting the total OPEB liability and whether they increase or decrease the liability.

Expected Events

- Increases in TOL due to additional benefit accruals as employees continue to earn service each year
- Increases in TOL due to interest as the employees and retirees age
- Decreases in TOL due to benefit payments

Unexpected Events

- Increases in TOL when actual health care costs increase more than expected. A liability decrease occurs when the reverse happens.
- Increases in TOL when more new retirements occur than expected or fewer terminations occur than anticipated. Liability decreases occur when the opposite outcomes happen.
- Increases or decreases in TOL depending on whether benefits are improved or reduced.

Projection of Total OPEB Liability (TOL)	FY 2023/24	FY 2024/25
TOL as of beginning of year	$ 16,544,352	$ 16,017,716
Normal cost as of beginning of year	779,743	783,669
Exp. benefit payments during the year	(372,690)	(708,481)
Interest adjustment to end of year	701,010	679,415
Exp. TOL as of end of year	$ 17,652,415	$ 16,772,319
Actuarial Loss / (Gain)	(1,634,699)	TBD
Actual TOL as of end of year	**$ 16,017,716**	**$ TBD**
Discount rate as of beginning of year	4.09%	4.13%
Discount rate as of end of year	4.13%	TBD

* Normal cost shown reflects the beginning of year measurement date, meaning that the normal cost shown for FY 2023/24 is from July 1, 2022 to June 30, 2023.
** Benefit payments for FY 2023/24 are for the period July 1, 2022 to June 30, 2023 and include pay-go costs as provided by the District plus estimated implicit subsidy benefit payments from the FY 2022/23 valuation.
*** Benefit payments for FY 2024/25 are for the period July 1, 2023 to June 30, 2024 and include pay-go costs as provided by the District plus estimated implicit subsidy benefit payments from the FY 2023/24 valuation.

Cash Flow Projections

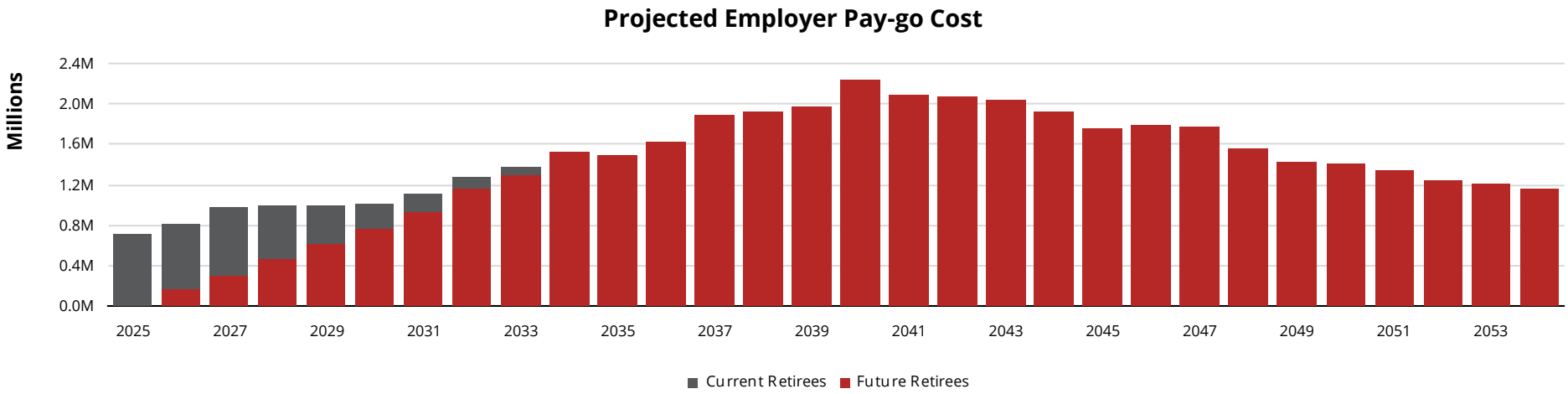
San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

The below projections show the actuarially estimated employer-paid contributions for retiree health benefits for the next thirty years. Results are shown separately for a closed group of current/future retirees. These projections include explicit and implicit subsidies.

FYE	Current Retirees	Future Retirees*	Total
2025	$ 708,481	$ 0	$ 708,481
2026	$ 653,585	$ 161,852	$ 815,437
2027	$ 681,446	$ 293,342	$ 974,788
2028	$ 535,426	$ 455,393	$ 990,819
2029	$ 391,864	$ 609,099	$ 1,000,963
2030	$ 237,917	$ 768,197	$ 1,006,114
2031	$ 186,976	$ 925,836	$ 1,112,812
2032	$ 111,911	$ 1,157,945	$ 1,269,856
2033	$ 91,724	$ 1,287,503	$ 1,379,227
2034	$ 11,929	$ 1,518,807	$ 1,530,736

FYE	Current Retirees	Future Retirees*	Total
2035	$ 0	$ 1,494,492	$ 1,494,492
2036	$ 0	$ 1,624,294	$ 1,624,294
2037	$ 0	$ 1,882,483	$ 1,882,483
2038	$ 0	$ 1,920,877	$ 1,920,877
2039	$ 0	$ 1,972,594	$ 1,972,594
2040	$ 0	$ 2,226,909	$ 2,226,909
2041	$ 0	$ 2,083,944	$ 2,083,944
2042	$ 0	$ 2,066,603	$ 2,066,603
2043	$ 0	$ 2,035,064	$ 2,035,064
2044	$ 0	$ 1,918,159	$ 1,918,159

FYE	Current Retirees	Future Retirees*	Total
2045	$ 0	$ 1,747,263	$ 1,747,263
2046	$ 0	$ 1,792,141	$ 1,792,141
2047	$ 0	$ 1,775,851	$ 1,775,851
2048	$ 0	$ 1,551,910	$ 1,551,910
2049	$ 0	$ 1,426,046	$ 1,426,046
2050	$ 0	$ 1,401,148	$ 1,401,148
2051	$ 0	$ 1,342,192	$ 1,342,192
2052	$ 0	$ 1,248,128	$ 1,248,128
2053	$ 0	$ 1,211,175	$ 1,211,175
2054	$ 0	$ 1,152,737	$ 1,152,737



* Projections for future retirees do not take into account future new hires.

** Projected Employer Contributions reflect a beginning of year measurement date so the FY 2025 contributions are the projected contributions for the measurement period from July 1, 2023 to June 30, 2024.

*** FY 2025 projections include actual benefit payments as provided by the District plus estimated implicit subsidy benefit payments from the FY 2023/24 valuation.

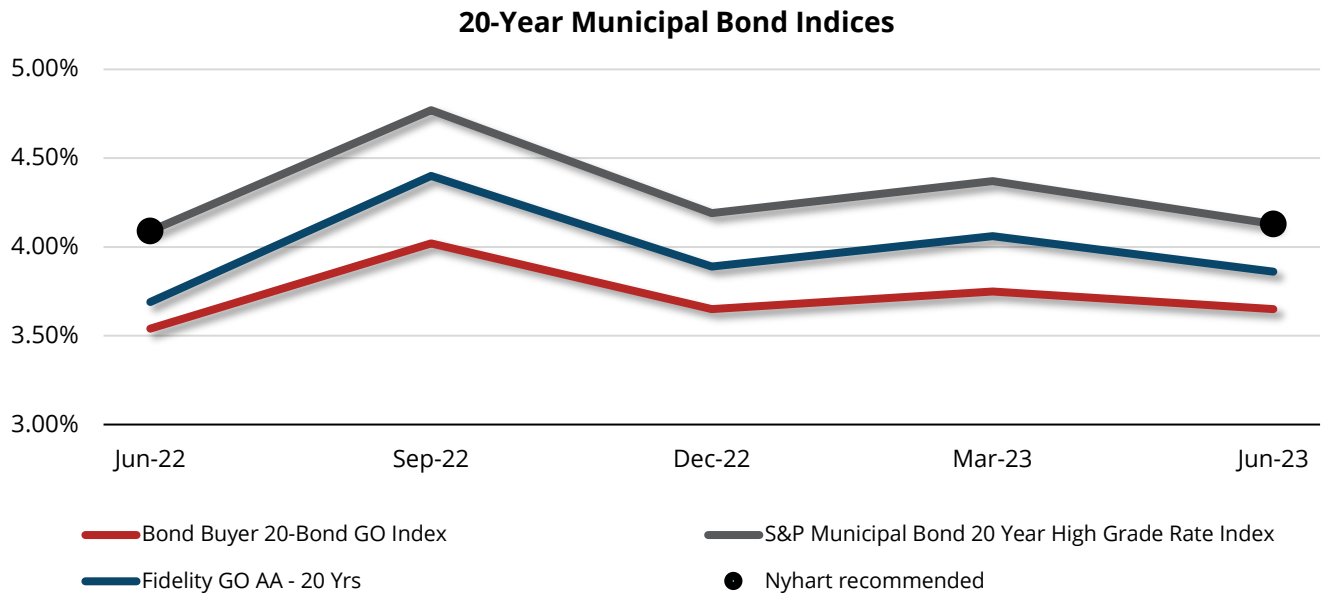
Discussion of Discount Rates

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Under GASB 75, the discount rate used in valuing OPEB liabilities for unfunded plans as of the Measurement Date must be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA /Aa or higher (or equivalent quality on another rating scale).

For the current valuation, the discount rate was selected from the range of indices as shown in the table below, where the range is given as the spread between the lowest and highest rate shown.

	Bond Buyer Go 20-Bond Municipal Bond Index	S&P Municipal Bond 20-Year High Grade Rate Index	Fidelity 20-Year Go Municipal Bond Index	Bond Index Range	Actual Discount Rate Used
Yield as of June 30, 2022	3.54%	4.09%	3.69%	3.54% - 4.09%	**4.09%**
Yield as of June 30, 2023	3.65%	4.13%	3.86%	3.65% - 4.13%	**4.13%**



Summary of Plan Participants

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Active Employees

Actives with coverage	Total	Avg. Age	Avg. Svc		Salary
Certificated	243	45.3	14.0	$	24,608,967
Classified	212	46.9	12.7	$	10,648,304
Management	30	N/A	N/A	$	N/A
Board Member	1	N/A	N/A	$	N/A
Total actives with coverage	**486**	**46.2**	**13.1**	**$**	**39,382,372**

Actives without coverage	Total	Avg. Age	Avg. Svc		Salary
Certificated	7	39.0	7.9	$	575,210
Classified	9	35.2	4.3	$	334,973
Total actives without coverage	**16**	**36.8**	**5.9**	**$**	**910,182**

Enrollment information above is for full-time employees who are eligible for retiree health care benefits only. Active employees without coverage are assumed to elect coverage at retirement. See Actuarial Methods and Assumptions for additional details.
Summary statistics for certain groups of individuals not shown for privacy purposes.

Summary of Plan Participants

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Active Age-Service Distribution

Age	Years of Service										Total
	< 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	
Under 25	6	2									**8**
25 to 29	29	4	3								**36**
30 to 34	17	7	17	3	3						**47**
35 to 39	12	9	17	7	7						**52**
40 to 44	16	4	14	7	28	9	1				**79**
45 to 49	9	7	5	10	13	36	10				**90**
50 to 54	8	4	7	2	11	27	19	5			**83**
55 to 59	4	7	5	4	9	18	10	9	2		**68**
60 to 64	4	3	4	2	2	6	7	1			**29**
65 to 69	1		1		1	3					**6**
70 & up			1	1	1	1					**4**
Total	**106**	**47**	**74**	**36**	**75**	**100**	**47**	**15**	**2**	**0**	**502**

Summary of Plan Participants

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Retirees

Retirees with coverage	Total	Avg. Age
Certificated	24	60.1
Classified	17	61.1
Management	5	61.5
Total retirees with coverage	**46**	**60.6**

Retiree Age Distribution

Age	Retirees
< 45	
45 to 49	
50 to 54	
55 to 59	15
60 to 64	31
65 to 69	
70 to 74	
75 to 79	
80 to 84	
85 to 89	
90 & up	
Total	**46**

Substantive Plan Provisions

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

This study analyzes the postretirement health benefit plans provided by the District. The postretirement health plans and the District's obligation vary by employee group as described below.

Certificated, Classified, Management/Confidential/Supervisory Employees

The District will pay for retiree medical coverage for the retiree only until the last day of the month in which the retiree attains age 65. The retiree pays 100% of the cost of any spouse and dependent coverage. Spouse and dependent coverage (except for COBRA) ceases upon the death of the retiree. The District does not provide any financial contribution for retiree medical coverage beyond age 65. Eligibility for retiree health coverage requires retirement on or after age 55 with at least 15 years of service with the District. The retiree pays 100% of the cost of coverage to continue dental, vision and life benefits.

Board Members

Former Board Members first elected to the Governing Board prior to January 1, 1995 and serving at least 12 years may receive a District contributions for retiree only coverage. All other Board Members are only eligible for retiree health benefit on a self-paid basis.

Premium Rates

For its medical coverage, the District participates in the California Schools VEBA which is considered a community-rated plan. Premium rates may vary by coverage tier and Medicare eligibility. The following table summarizes the current monthly medical premiums which represent the full cost of coverage for the retiree. The District pays the cost of retiree only coverage for the plan in which the retiree is enrolled. All premiums are effective for the calendar year.

2023 Certificated and Certificated Management	Retiree Only	Retiree Plus Spouse
Kaiser 10 Rx: $10/$20 30-day drug	$ 709.00	$ 1,401.00
VEBA Direct HMO $10	$ 800.00	$ 1,583.00
VEBA Performance Net 3	$ 824.00	$ 1,471.00
UHC Harmony 10	$ 745.00	$ 1,461.00
UHC CS Alliance 20/30	$ 847.00	$ 1,652.00
UHC Journey Harmony	$ 697.00	$ 1,331.00
SIMNSA	$ 269.00	$ 471.00

Premium Rates (cont.)

2023 Classified and Classified Management	Retiree Only	Retiree Plus Spouse
Kaiser 10 Rx 100-day drug	$ 726.00	$ 1,436.00
VEBA Direct HMO $10	$ 800.00	$ 1,583.00
UHC Harmony 10	$ 745.00	$ 1,461.00
UHC CS Alliance 20/30	$ 847.00	$ 1,652.00
UHC Journey Harmony	$ 697.00	$ 1,331.00
SIMNSA	$ 269.00	$ 471.00

2024 Certificated and Certificated Management	Retiree Only	Retiree Plus Spouse
Kaiser 10 Rx: $10/$20 30-day drug	$ 798.00	$ 1,572.00
VEBA Direct HMO $10	$ 844.00	$ 1,670.00
VEBA Performance Net 3	$ 887.00	$ 1,583.00
UHC Harmony 10	$ 802.00	$ 1,572.00
UHC CS Alliance 20/30	$ 914.00	$ 1,783.00
UHC Journey Harmony	$ 750.00	$ 1,432.00
SIMNSA	$ 278.00	$ 487.00

2024 Classified and Classified Management	Retiree Only	Retiree Plus Spouse
Kaiser 10 Rx 100-day drug	$ 817.00	$ 1,611.00
VEBA Direct HMO $10	$ 844.00	$ 1,670.00
UHC Harmony 10	$ 802.00	$ 1,572.00
UHC CS Alliance 20/30	$ 914.00	$ 1,783.00
UHC Journey Harmony	$ 750.00	$ 1,432.00
SIMNSA	$ 278.00	$ 487.00

Actuarial Methods and Assumptions

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

The actuarial assumptions used in this report represent a reasonable long-term expectation of future OPEB outcomes. As national economic and District experience change over time, the assumptions will be tested for ongoing reasonableness and, if necessary, updated.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

There are changes to the actuarial methods and assumptions since the last GASB valuation, which was for the fiscal year ending June 30, 2023. Refer to Actuary's Notes section for complete information on these changes. For the current year GASB valuation, we have also updated the per capita costs. We expect to update discount rate, health care trend rates, mortality table, and per capita costs again in the next full GASB valuation, which will be for the fiscal year ending June 30, 2026.

Measurement Date	For the Fiscal Year Ending June 30, 2024, a June 30, 2023 measurement date was used.
Actuarial Valuation Date	July 1, 2023 Liabilities for FY 2023/24 are based on an actuarial valuation date of July 1, 2023 with no adjustments to get to the June 30, 2023 measurement date. Liabilities for FY 2022/23 are based on an actuarial valuation date of July 1, 2021 projected to June 30, 2022 reflecting actual premium rates, the Classified plan change, and discount rate changes.
Benefit Payments	OPEB plan benefit payments made subsequent the measurement date of June 30, 2023 are recognized as a deferred outflow of resources in the Fiscal Year Ending June 30, 2024 financial reporting period. An offsetting cash credit adjustment for benefits paid during the fiscal year is made in the Plan Sponsor's journal entries. This adjustment is not explicitly shown in the GASB 75 report. The OPEB benefit payments subsequent the measurement date of June 30, 2023 will be reflected in the Plan Sponsor's Schedule of Changes in Net OPEB Liability disclosure in the FY 2024/25 reporting period.
Discount Rate	4.13% as of June 30, 2023 (for FY 2023/24) and 4.09% as of June 30, 2022 (for FY 2022/23) for accounting disclosure purposes Refer to the Discussion of Discount Rates section for more information on selection of the discount rate. The discount rate was chosen by the plan sponsor based on the information provided in the "Discussion of Discount Rates" section above.

Actuarial Methods and Assumptions

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Payroll Growth	2.80% per year plus merit increases based on the 2021 CalPERS Experience Study.
Cost Method	Allocation of Actuarial Present Value of Future Benefits for services prior and after the Measurement Date was determined using Entry Age Normal Level % of Salary method where: • Service Cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant's benefit at retirement; and • Annual Service Cost is a constant percentage of the participant's salary that is assumed to increase according to the Payroll Growth.
Employer Funding Policy	Pay-as-you-go cash basis
Census Data	Census information is as of June 30, 2023 and was provided by the District in August 2024. We have reviewed it for reasonableness and no material modifications were made to the census data.
Health Care Coverage Election Rate	95% of eligible active employees meeting eligibility requirements at retirement are assumed to elect retiree health coverage. For those electing coverage, current active and retiree elections are used. We assumed board members would not elect coverage at retirement. The participation rates are based on the District's historical experience.
Spousal Coverage	85% of eligible active employees are assumed to be married. 25% of these employees are assumed to elect coverage for their spouse. Husbands are assumed to be the same age as wives. Actual spouse coverage and spouse ages are used for current retirees. The spousal coverage is based on the District's historical experience.
Dependent Coverage	Dependent coverage is paid entirely by the retiree and is not explicitly valued.

Mortality

General	SOA Pub-2010 General Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021.
Teachers	SOA Pub-2010 Teachers Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021.
Surviving Spouses	SOA Pub-2010 Contingent Survivors Total Dataset Headcount Weighted Mortality Table fully generational using Scale MP-2021.
	The plan does not have sufficient data to have credible experience. Therefore, mortality assumptions are set to reflect general population trends based upon Pub-2010 Mortality tables and the most recent generational projection scale MP-2021 released by the Society of Actuaries (SOA) for future mortality improvements.

Turnover Rate

General	According to the termination rates under the 2021 CalPERS School Pool Experience Study.
Teachers	According to the termination rates under the 2024 CalSTRS Experience Analysis.
	The plan does not have sufficient data to have credible experience. Therefore, turnover assumptions are set to reflect general population trends based upon the most recent CalPERS/CalSTRS pension plan valuations.

Retirement Rate

General	According to the retirement rates under the 2021 CalPERS Experience Study and the following tables: Tier 1: Miscellaneous 2.5% @ 55 Tier 2: Miscellaneous 2.0% @ 62
Teachers	According to the termination rates under the 2024 CalSTRS Experience Analysis and the following tables: Tier 1: 2% @ 60 Tier 2: 2% @ 62
	The plan does not have sufficient data to have credible experience. Therefore, retirement assumptions are set to reflect general population trends based upon the most recent CalPERS/CalSTRS pension plan valuations.

Actuarial Methods and Assumptions

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Disability Rate None

Health Care Trend Rates

	Medical / Rx
2023/24	8.00%
2024/25	7.75%
2025/26	7.50%
2026/27	7.25%
2027/28	7.00%
2028/29	6.75%
2029/30	6.50%
2030/31	6.25%
2031/32	6.00%
2032/33	5.75%
2033/34	5.50%
2034/35	5.25%
2035/36	5.00%
2036/37	4.75%
2037/38+	4.50%

The initial trend rate was based on a combination of employer history, national trend surveys, and professional judgment.

The ultimate trend rate was selected based on historical medical CPI information.

Per Capita Costs

Annual per capita costs were calculated based on the 2023/24 premium rates, actuarially increased using HealthMAPS 2023 index factors and current enrollment. The costs are assumed to increase with health care trend rates.

The per capita costs represent the cost of coverage for a retiree-only population.

Actuarial standards require the recognition of higher inherent costs for a retired population versus an active population.

Annual per capita costs are as shown below:

Age	Kaiser 10 30-day drug	Kaiser 10 100-day drug	VEBA Direct HMO 10	VEBA HMO Net 3	UHC Harmony 10	SIMNSA
< 45	$ 6,700	$ 6,800	$ 7,300	$ 7,600	$ 6,900	$ 2,400
45 – 49	$ 8,000	$ 8,200	$ 8,700	$ 9,100	$ 8,200	$ 2,900
50 – 54	$ 10,100	$ 10,300	$ 11,000	$ 11,400	$ 10,300	$ 3,700
55 – 59	$ 12,400	$ 12,700	$ 13,600	$ 14,100	$ 12,800	$ 4,500
60 – 64	$ 15,800	$ 16,200	$ 17,200	$ 17,900	$ 16,200	$ 5,700

Explicit Subsidy

The difference between (a) the premium rate and (b) the retiree contribution. Below is an example of the monthly explicit subsidies for a future Certificated retiree who is enrolled in Kaiser in 2024.

	Premium Rate	Retiree Contribution	Explicit Subsidy
	A	B	C = A – B
Retiree	$ 798.00	$ 0.00	$ 798.00
Spouse	$ 774.00	$ 774.00	$ 0.00

Implicit Subsidy

The difference between (a) the per capita cost and (b) the premium rate. Below is an example of the monthly implicit subsidies for a Certificated retiree age 60 with spouse of the same age enrolled in Kaiser in 2024.

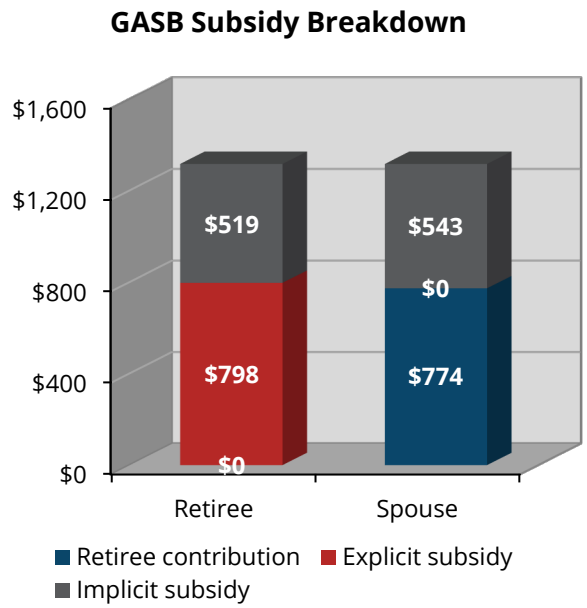
	Per Capita Cost	Premium Rate	Implicit Subsidy
	A	B	C = A – B
Retiree	$ 1,316.67	$ 798.00	$ 518.67
Spouse	$ 1,316.67	$ 774.00	$ 542.67

All employers that utilize premium rates based on blended active/retiree claims experience will have an implicit subsidy. There is an exception for Medicare plans using a true community-rated premium rate.

GASB Subsidy Breakdown

Below is a breakdown of the GASB 75 monthly total cost for a Certificated retiree age 60 with spouse of the same age enrolled in Kaiser in 2024.

	Retiree	Spouse
Retiree contribution	$ 0.00	$ 774.00
Explicit subsidy	$ 798.00	$ 0.00
Implicit subsidy	$ 518.67	$ 542.67
Total monthly cost	$ 1,316.67	$ 1,316.67



Models

ProVal

Valuation software developed by Winklevoss Technologies, LLC. This software is widely used for the purpose of performing postretirement medical valuations. We coded the plan provisions, assumptions, methods, and participant data summarized in this report, and reviewed the liability and cost outputs for reasonableness. We are not aware of any weakness or limitations in the software and have determined it is appropriate for performing this valuation.

HealthMAPS Manual

Rating manual developed by WTW. Aging factors are used to develop per capita costs by age for plans with limited credible exposure to develop plan-specific factors. The valuation uses HealthMAPS 2023 aging factors. We are not aware of any weakness or limitations in the factors and have determined they are appropriate for performing this valuation.

APPENDIX

Comparison of Participant Demographic Information

The active participants' number below may include active employees who currently have no health care coverage. Refer to Summary of Participants section for an accurate breakdown of active employees with and without coverage.

	As of June 30, 2021 (for FY 2021/22)	As of June 30, 2023 (for FY 2023/24)
Active Participants	482	502
Retired Participants	28	46
Averages for Active		
Age	46.8	45.9
Service	14.4	12.9
Averages for Inactive		
Age	61.6	60.6

Detailed Actuary's Notes

There have been no substantive plan provision changes since the last valuation, which was for the fiscal year ending June 30, 2023.

The following assumptions have also been updated in accordance with GASB 75:

1. Discount rate as of the Measurement Date has been updated to be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale) tax-exempt, high quality 20-year municipal bonds. The prior valuation used a discount rate of 4.09%. The valuation uses a discount rate of 4.13%. This change has caused a slight decrease in liabilities.

2. Retirement rates have been updated to reflect the 2024 CalSTRS Experience Analysis. This change caused a slight increase in liabilities.

3. Termination rates have been updated to reflect the 2024 CalSTRS Experience Analysis. This change caused a slight increase in liabilities.

4. Salary scale has been updated to 2.80% per year plus merit increases for Miscellaneous employees based on the 2021 CalPERS Experience Study. This change caused a decrease in liabilities.

5. Health care trend rates have been updated to an initial rate of 8.00%, decreasing 0.25% annually to an ultimate rate of 4.50%. This change caused a significant increase in liabilities.

6. Per capita claims cost calculations for active employees have been updated to use actual plan elections for actives and retirees. This update led to a significant decrease in liabilities.

Claim costs and premiums were also updated for 2024 including an update to the aging factors to use HealthMAPS 2023 factors. This update resulted in a decrease in liabilities. The updated census data resulted in an increase in liabilities mostly due to more retirements than expected.

Appendix

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

Valuation Results Summary

Below is the summary of the GASB results for Fiscal Year Ending June 30, 2024 based on the Entry Age Normal Level % of Pay cost method with a discount rate of 4.13%.

Present Value of Employer Contributions	Explicit	Implicit	Total
Active	$ 12,918,695	$ 10,597,853	$ 23,516,548
Retirees	$ 1,786,268	$ 1,390,275	$ 3,176,543
Total	**$ 14,704,963**	**$ 11,988,128**	**$ 26,693,091**

Total (Accrued) OPEB Liability	Explicit	Implicit	Total
Active	$ 7,052,103	$ 5,789,070	$ 12,841,173
Retirees	$ 1,786,268	$ 1,390,275	$ 3,176,543
Total	**$ 8,838,371**	**$ 7,179,345**	**$ 16,017,716**

Projected Employer Contributions - FYE[1]	Explicit	Implicit	Total
2025	$ 405,165[2]	$ 303,316	$ 708,481
2026	$ 469,613	$ 345,824	$ 815,437
2027	$ 559,242	$ 415,546	$ 974,788
2028	$ 566,611	$ 424,208	$ 990,819
2029	$ 565,777	$ 435,186	$ 1,000,963
2030	$ 553,279	$ 452,835	$ 1,006,114
2031	$ 613,232	$ 499,580	$ 1,112,812
2032	$ 700,922	$ 568,934	$ 1,269,856
2033	$ 758,328	$ 620,899	$ 1,379,227
2034	$ 835,913	$ 694,823	$ 1,530,736

[1] Projected Employer Contributions reflect a beginning of year measurement date; so the FY 2025 contributions are the projected contributions for the measurement period from July 1, 2023 to June 30, 2024.

[2] Reflects actual pay-go costs as provided by the District.

GLOSSARY

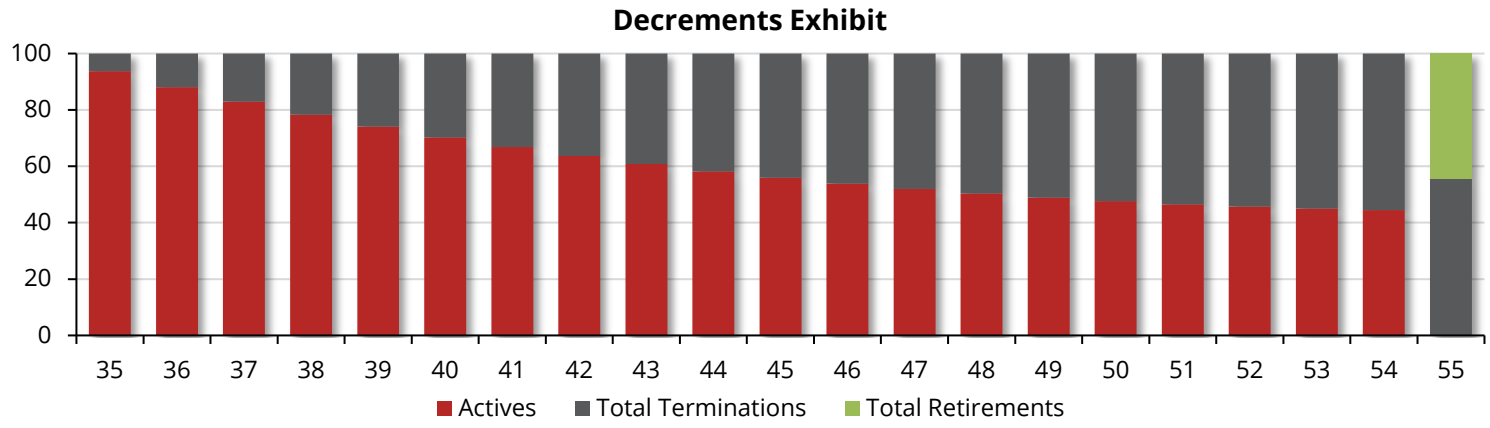
Glossary – Decrements Exhibit

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

The table below illustrates how actuarial assumptions can affect a long-term projection of future liabilities. Starting with 100 employees at age 35, the illustrated actuarial assumptions show that 44.43 employees out of the original 100 are expected to retire and could elect retiree health benefits at age 55.

Age	# Remaining Employees	# of Terminations per Year[1]	# of Retirements per Year	Total Decrements
35	100.000	6.276	0.000	6.276
36	93.724	5.677	0.000	5.677
37	88.047	5.136	0.000	5.136
38	82.911	4.648	0.000	4.648
39	78.262	4.209	0.000	4.209
40	74.053	3.814	0.000	3.814
41	70.239	3.456	0.000	3.456
42	66.783	3.131	0.000	3.131
43	63.652	2.835	0.000	2.835
44	60.817	2.564	0.000	2.564
45	58.253	2.316	0.000	2.316

Age	# Remaining Employees	# of Terminations per Year	# of Retirements per Year	Total Decrements
46	55.938	2.085	0.000	2.085
47	53.853	1.866	0.000	1.866
48	51.987	1.656	0.000	1.656
49	50.331	1.452	0.000	1.452
50	48.880	1.253	0.000	1.253
51	47.627	1.060	0.000	1.060
52	46.567	0.877	0.000	0.877
53	45.690	0.707	0.000	0.707
54	44.983	0.553	0.000	0.553
55	44.430	0.000	44.430	44.430



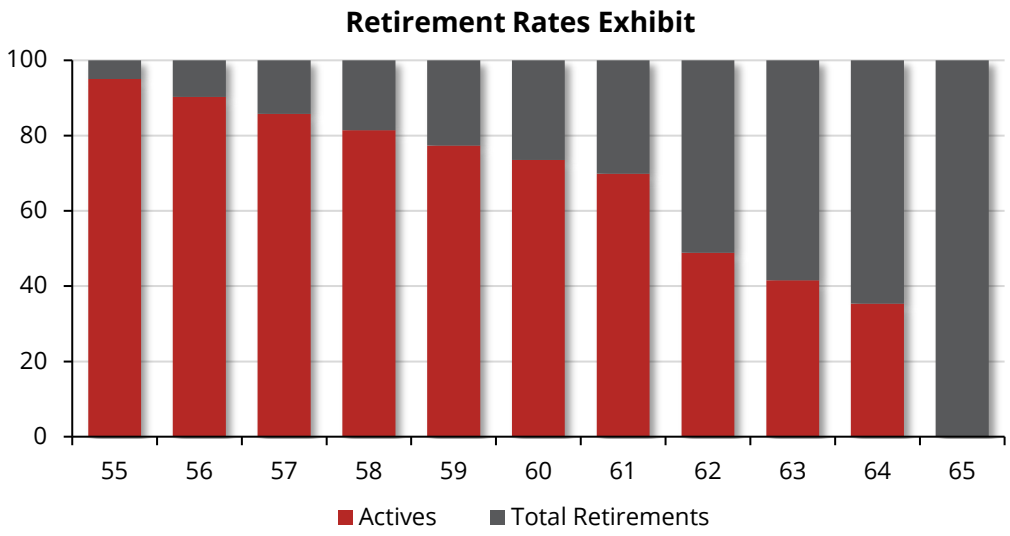
[1] The above rates are illustrative rates and are not used in our GASB calculations.

Glossary – Retirement Rates Exhibit

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

The table below illustrates how actuarial assumptions can affect a long-term projection of future liabilities. The illustrated retirement rates show the number of employees who are assumed to retire annually based on 100 employees age 55 who are eligible for retiree health care coverage. The average age at retirement is 62.0.

Age	Active Employees BOY	Annual Retirement Rates*	# Retirements per Year	Active Employees EOY
55	100.000	5.0%	5.000	95.000
56	95.000	5.0%	4.750	90.250
57	90.250	5.0%	4.513	85.738
58	85.738	5.0%	4.287	81.451
59	81.451	5.0%	4.073	77.378
60	77.378	5.0%	3.869	73.509
61	73.509	5.0%	3.675	69.834
62	69.834	30.0%	20.950	48.884
63	48.884	15.0%	7.333	41.551
64	41.551	15.0%	6.233	35.318
65	35.318	100.0%	35.318	0.000



* The above rates are illustrative rates and are not used in our GASB calculations.

Glossary – Definitions

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

GASB 75 defines several unique terms not commonly employed in the funding of pension and retiree health plans. The definitions of the terms used in the GASB actuarial valuations are noted below.

1. **Actuarial Assumptions** – Assumptions as to the occurrence of future events affecting health care costs, such as: mortality, withdrawal, disablement and retirement; changes in compensation and Government provided health care benefits; rates of investment earnings and asset appreciation or depreciation; procedures used to determine the Actuarial Value of Assets; characteristics of future entrants for Open Group Actuarial Cost Methods; and other relevant items.

2. **Actuarial Cost Method** – A procedure for determining the Actuarial Present Value of Future Benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Service Cost and a Total OPEB Liability.

3. **Actuarially Determined Contribution** - A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in accordance with the parameters and in conformity with Actuarial Standards of Practice.

4. **Actuarial Present Value** – The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of Actuarial Assumptions. For purposes of this standard, each such amount or series of amounts is:
    a. adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, Social Security, marital status, etc.);
    b. multiplied by the probability of the occurrence of an event (such as survival, death, disability, termination of employment, etc.) on which the payment is conditioned; and
    c. discounted according to an assumed rate (or rates) of return to reflect the time value of money.

5. **Deferred Outflow / (Inflow) of Resources** – represents the following items that have not been recognized in the OPEB Expense:
    a. Differences between expected and actual experience of the OPEB plan
    b. Changes in assumptions
    c. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)

6. **Explicit Subsidy** – The difference between (a) the amounts required to be contributed by the retirees based on the premium rates and (b) actual cash contribution made by the employer.

7. **Funded Ratio** – The actuarial value of assets expressed as a percentage of the Total OPEB Liability.

Glossary – Definitions

San Ysidro School District GASB 75 Valuation for Fiscal Year Ending June 30, 2024

8. **Healthcare Cost Trend Rate** – The rate of change in the per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.

9. **Implicit Subsidy** – In an experience-rated healthcare plan that includes both active employees and retirees with blended premium rates for all plan members, the difference between (a) the age-adjusted premiums approximating claim costs for retirees in the group (which, because of the effect of age on claim costs, generally will be higher than the blended premium rates for all group members) and (b) the amounts required to be contributed by the retirees.

10. **OPEB** – Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

11. **OPEB Expense** – Changes in the Net OPEB Liability in the current reporting period, which includes Service Cost, interest cost, changes of benefit terms, expected earnings on OPEB Plan investments, reduction of active employees' contributions, OPEB plan administrative expenses, and current period recognition of Deferred Outflows / (Inflows) of Resources.

12. **Pay-as-you-go** – A method of financing a benefit plan under which the contributions to the plan are generally made at about the same time and in about the same amount as benefit payments and expenses becoming due.

13. **Per Capita Costs** – The current cost of providing postretirement health care benefits for one year at each age from the youngest age to the oldest age at which plan participants are expected to receive benefits under the plan.

14. **Present Value of Future Benefits** – Total projected benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial present value of total projected benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. Expressed another way, it is the amount that would have to be invested on the valuation date so that the amount invested plus investment earnings will provide sufficient assets to pay total projected benefits when due.

15. **Real Rate of Return** – the rate of return on an investment after adjustment to eliminate inflation.

16. **Select and Ultimate Rates** – Actuarial assumptions that contemplate different rates for successive years. Instead of a single assumed rate with respect to, for example, the investment return assumption, the actuary may apply different rates for the early years of a projection and a single rate for all subsequent years. For example, if an actuary applies an assumed investment return of 8% for year 20W0, then 7.5% for 20W1, and 7% for 20W2 and thereafter, then 8% and 7.5% select rates, and 7% is the ultimate rate.

17. **Service Cost** – The portion of the Actuarial Present Value of projected benefit payments that are attributed to a valuation year by the Actuarial Cost Method.

18. **Substantive Plan** – The terms of an OPEB plan as understood by the employer(s) and plan members.

19. **Total OPEB Liability** – That portion, as determined by a particular Actuarial Cost Method, of the Actuarial Present Value of Future Benefits which is attributed to past periods of employee service (or not provided for by the future Service Costs).

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 24/25-0020 REQUESTING A TEMPORARY TRANSFER OF FUNDS FOR FISCAL YEAR 2024-25

BACKGROUND INFORMATION:
Education Code section 42620 provides that the County Treasurer can loan funds to school districts in the event the school district runs short of cash. In order to get over the cash shortages, school districts can borrow up to 85% of the Property Taxes (up to $28,399,814.10) accruing to the district by June 30, 2023, and be repaid when the property tax payments for 2024 are received.

The District has determined that this authorization is necessary to meet the district's obligations in the event that it runs short on funds during fiscal year 2024-25.

RECOMMENDATION:
Adopt Resolution No. 24/25-0020 and approve the agreement with the County of San Diego requesting a Property Tax Temporary Transfer of Funds from the County Treasury as needed for fiscal year 2024-25. *Marilyn Adrianzen, Chief Business Official, will briefly explain this item in relation to payroll.*

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

RESOLUTION NO. 24/25-0020
PROPERTY TAXES

RESOLUTION OF GOVERNING BOARD OF SAN YSIDRO SCHOOL DISTRICT
REQUESTING TEMPORARY TRANSFER OF FUNDS

On motion of member _____. seconded by member _____ the following resolution is adopted:

WHEREAS, the California Constitution, Article XVI, Section 6 and Education Code section 42620 or 85220 provide that the Treasurer of the County of San Diego (Treasurer) shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the governing board of the County to make such temporary transfer; such temporary transfer of funds shall not exceed 85% of anticipated revenue accruing to the District, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the revenues accruing to such District before any other obligation of the District; and

WHEREAS, on June 20, 2024, the governing board will/has:

_____ Adopt(ed) a tentative budget (community college only)
_____ Adopt(ed) a final budget (community college only)
___x___ Adopt(ed) an original budget (K-12 school district only)
_____ Adopt(ed) a revised budget (community college or K-12 school district)

for this District for the fiscal year 2024-25 pursuant to the provisions of Education Code sections 42127 or 70901, and the revenue type(s) accruing to the District for said fiscal year are estimated to be as follows:

	Revenue Type(s)	Estimated Amount(s)	
x	Property Taxes	$ 33,411,546.00	
	Principal Apportionment(s)	$	
	Education Protection Account	$	
		$ 33,411,546.00	Total

and

WHEREAS, the revenue type(s) and amount(s) accrued to this District during the 2023-24 fiscal year were as follows:

	Revenue Type(s)	Estimated Amount(s)	
x	Property Taxes	$ 33,528,521	
	Principal Apportionment(s)	$	
	Education Protection Account	$	
		$ 33,528,521	Total

and

WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this District; AND NOW THEREFORE

RESOLUTION NO. 24/25-0020
PROPERTY TAXES

IT IS RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the Treasurer to make a temporary transfer from the funds in his custody on or before the last Monday in April, 2025 to this District to meet obligations incurred for maintenance purposes in the amount of $28,399,814.10 which does not exceed a total of 85% of remaining:

   Revenue Type(s)

   ____x____ Property Taxes
   _____ Principal Apportionment(s)
   _____ Education Protection Account

   accruing to the District by June 30, 2025, as certified by the District Superintendent and verified by the County Auditor and Controller.

2. Funds will be transferred to this District by the Treasurer in sums as requested by the District Superintendent and certified by him/her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the District not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.

3. Repayment of the funds is anticipated to be made from the:

   Revenue Type(s)

   ____x____ Property Taxes
   _____ Principal Apportionment(s)
   _____ Education Protection Account

   accruing to the District, however the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the County of San Diego Investment Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

4. The Clerk/Secretary of this Board is directed to file a copy of this resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.

5. Authorize the District Superintendent or designee to sign a Temporary Transfer Agreement consistent with the terms of this Resolution.

RESOLUTION NO. 24/25-0020
PROPERTY TAXES

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 7th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, Antonio Martinez, Clerk/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 adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

_____	_____
Date	Clerk/Secretary of the Governing Board

TEMPORARY TRANSFER AGREEMENT
PROPERTY TAXES

This Temporary Transfer Agreement (Agreement) is made and effective this 7th day of November 2024, by and between the County of San Diego, California (County) and San Ysidro School District (District).

RECITALS

WHEREAS, by Resolution No. 24/25-0020 of its Board of Trustees (attached as Exhibit A), the District has requested the Board of Supervisors to make a temporary transfer (Transfer) of monies to meet its current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer (Treasurer) shall have the power and the duty to authorize temporary transfers of monies upon the resolution of the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the Board of Supervisors by Administrative Ordinance Section 119.1 et seq. (Ordinance) has authorized and directed the Auditor and Controller and the County Treasurer-Tax Collector to make the Transfer to the District in accordance with the terms of the Ordinance; and

WHEREAS, this Agreement represents the agreement of the County and the District with respect to the Treasurer's authorization of the Transfer and its repayment by the District.

AGREEMENT

Section 1. **Transfer; Timing.** Upon receipt of the District's written request, the Treasurer will authorize such Transfer and the Auditor and Controller will transfer to the District, subject to review and approval, the amount requested within 30 days from the District's Transfer request, provided however, that in no event shall the total amount of all Transfers made in accordance with this Agreement exceed 85% of the remaining revenue type(s), shown below, accruing to the District through June 30, 2025, prorated as of the date of the written request.

Revenue Type(s)

__x__ Property Taxes
_____ Principal Apportionment(s)
_____ Education Protection Account

The written request must contain the amount requested and documentation must be provided demonstrating that the amount requested is necessary to meet current maintenance expenses. Where indicated in the table below, such documentation shall include detailed cash flows for the applicable period that support maintenance expenses and anticipated revenues. Required supporting documentation by revenue type is also presented in the table below.

Documentation		
Revenue Type	**Description of Documentation Needed**	**Found in Exhibit**
Property Taxes	Not Needed. The necessary documents are compiled by the County of San Diego.	Not Applicable
Principal Apportionment(s)	Cash Flows	Not Applicable
	Verifiable State documents supporting State allocation(s) including deferred allocation(s).	Not Applicable
Education Protection Account	Cash Flows	Not Applicable
	Verifiable State documents supporting State allocation(s).	Not Applicable

The amount requested must be reviewed and approved by the County Auditor and Controller. An authorized Transfer may be made to the District in one or more installments.

No Transfer shall be made after April 28, 2025.

The Transfer will be made from and limited to the County of San Diego Investment Pool (Pool).

Section 2. **Deposit of Transfer.** Any Transfer made by the Treasurer to the District shall be deposited in the District's General Fund (Fund) for the purpose of lending funds to the District to meet its maintenance obligations.

Section 3. **Repayment; Interest.** Repayment of the funds is anticipated to be made from the revenue type(s) identified in Section 1, accruing to the District. However the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

Upon receipt and deposit, the District agrees that the County may immediately transfer the cash from said revenues to the Pool's Fund for the purpose of repaying the "temporary transfer of funds" obligations.

Section 4. **District Covenant.** The District represents and covenants with the County that the District's anticipated revenue for fiscal year 2024-25, as documented in the attached exhibit referred to in Section 1, represents the District's best estimate of the remaining revenues. The County Auditor and Controller shall review and approve the District's anticipated revenue calculations included in these documents.

TEMPORARY TRANSFER AGREEMENT
PROPERTY TAXES

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WHEREAS, the Board of Supervisors by Administrative Ordinance Section 119.1 et seq. (Ordinance) has authorized and directed the Auditor and Controller and the County Treasurer-Tax Collector to make the Transfer to the District in accordance with the terms of the Ordinance; and

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Revenue Type(s)

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_____ Principal Apportionment(s)
_____ Education Protection Account

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Education Protection Account	Cash Flows	Not Applicable
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Section 5. **Notices.** Any and all notices between the County and the District provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to one of the parties or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the following address:

If to the County:

Lauren Warrem, Chief Deputy Treasurer County of San Diego Treasurer-Tax Collector 1600 Pacific Highway, Room 101 San Diego, California 92101 619-531-5686 Lauren.Warrem@sdcounty.ca.gov	Brian Ruehle, Deputy Controller County of San Diego Auditor and Controller Department 5530 Overland Avenue, Suite 410 San Diego, California 92123 858-694-2199 Brian.Ruehle@sdcounty.ca.gov

If to the District:

Gina A. Potter, Ed.D., Superintendent San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 619-428-4476 ext. 3021 Gina.potter@sysdschools.org	Marilyn Adrianzen, CBO San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 619-428-4476 ext. 3003 Marilyn.adrianzen@sysdschools.org

Section 6. **Governing Law, Venue and Entire Agreement.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in San Diego, California.

This Agreement constitutes the entire agreement between the County and the District with respect to the Transfer and supersedes any previous agreement(s), negotiations, proposals or understanding, whether written or oral concerning such matter, unless expressly included in this Agreement.

Section 7. **Amendment or Modifications.** No amendment, modification or other alternation of this Agreement shall be valid unless in writing and signed by the parties.

Section 8. **Severability.** In the event that any provision of this agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such invalidity shall in no way affect, impair, or invalidate any other provision contained herein if there is no substantive effect to the services to be rendered to the County by such judicial finding of invalidity.

Section 9. **Counterparts.** This Agreement may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

County of San Diego, California
Treasurer-Tax Collector

Date: _____ By: _____
Chief Deputy Treasurer

APPROVED AS TO FORM AND LEGALITY
Thomas E. Montgomery, County Counsel

Date: _____ By: _____
Senior Deputy

San Ysidro School District

Date: __11-08-24_____ By: _____
Gina A. Potter, Ed.D., Superintendent

Board Approved: 11-07-24

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Manuel Bojorquez,
Assistant Superintendent,
Educational Leadership and
Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 0000 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.

Below is the list of new and/or revised Board Policies (BP), Administrative Regulations (AR), Exhibits (E):

- Board Policy 0410 - Nondiscrimination in District Programs and Activities
- Board Policy 0420.41 - Charter School Oversight
- Exhibit (1) 0420.41 - Charter School Oversight
- Board Policy 0510 - School Accountability Report Card
- NEW - Administrative Regulation 0510 - School Accountability Report Card

RECOMMENDATION:

Approve the first reading and adoption of new and revised Board Policies and Administrative Regulations – 0000 series: Board Policy 0410 - Nondiscrimination in District Programs and Activities , Board Policy 0420.41 - Charter School Oversight , Exhibit (1) 0420.41 - Charter School Oversight , Board Policy 0510 - School Accountability Report Card, New Administrative Regulation 0510 - School Accountability Report Card.

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

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 02/01/2014 **| Last Revised Date:** ~~10~~07/01/~~2023~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2023~~2024

CSBA NOTE: Education Code 234.1 **mandates** districts to adopt policy as well as a process to ensure that district programs and activities are free from unlawful discrimination. Education Code 234.1 requires that the district's nondiscrimination policy include a statement that the policy applies to all acts related to a school activity or school attendance and, as amended by AB 1078 (Ch. 229, Statutes of 2023), to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district. Education Code 234.1, as amended by AB 1078, contains similar language regarding the County Board of Education and the County Superintendent of Schools.

In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220 prohibits discrimination based on race or ethnicity, nationality, immigration status, sex, sexual orientation, gender, gender identity, gender expression, religion, disability, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Education Code 260 prohibits discrimination based on age. Government Code 11135 prohibits discrimination based on many of the foregoing characteristics and on an individual's genetic information and medical condition. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688; 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474) prohibits discrimination on the basis of sex, including sex stereotypes; sex characteristics; gende~~r~~, ; gender identity~~,~~; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. For policy language protecting students against discrimination and harassment, see BP/AR 5145.3 - Nondiscrimination/Harassment and BP/AR 5145.7 ~~- Sexual Harassment~~ – Sex Discrimination and Sex-Based Harassment, and for language regarding Title IX complaint procedures, see AR 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Education Code 260 and 5 CCR 4900-4965 require the Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights (OCR) of the U.S. Department of Education~~,~~ (USDOE), and the California Department of Education (CDE) may investigate complaints regarding discrimination pursuant to 5 CCR 4600-4670.

OCR's May 2024 Dear Colleague Letter, "Protecting Students from Discrimination, such as Harassment, Based on Race, Color, or National Origin, Including Shared Ancestry or Ethnic

Characteristics," which expands and clarifies USDOE's 2023, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools," provides that Title VI's protections from race, color, and national origin discrimination extends to students who experience discrimination based on actual or perceived (1) shared ancestry or ethnic characteristics, or (2) citizenship or residency in a country with a dominant religion or distinct religious identity. While Title VI does not protect individuals based solely on religious discrimination, it does apply to antisemitism and other forms of discrimination when based on shared ancestry or ethnic characteristics. The guidance includes clarifying examples regarding existing legal requirements under Title VI.

Additionally, OCR's November 2023 Dear Colleague Letter, "Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics," states that all students, including students who are or are perceived to be Jewish, Israeli, Muslim, Arab, or Palestinian, as well as students who come from, or are perceived to come from, all regions of the world, are entitled to a school environment free from discrimination based on race, color, or national origin. The Dear Colleague Letter provides that Title VI also protects students from discrimination which is based on (1) actual or perceived citizenship or residency in a country with a dominant religion or distinct religious identity, including Jewish, Muslim, Sikh, Hindu, Christian, and Buddhist students, when the discrimination involves racial, ethnic, or ancestral slurs or stereotypes, (2) a student's skin color, physical features, or style of dress that reflects both ethnic and religious traditions, and (3) where a student came from or is perceived to have come from. Discrimination based on a student's foreign accent, foreign name, or a student speaking a foreign language may also violate Title VI's prohibitions against discrimination.

OCR's August 2023 Dear Colleague Letter, "Race and School Programming," states that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race. OCR's guidance also provides that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme.

Additionally, OCR's May 2023 Dear Colleague Letter, "Resource on Confronting Racial Discrimination in Student Discipline," published in conjunction with the U.S. Department of Justice (DOJ), states that a district's responsibility not to discriminate against students applies to any of its programs or activities, whether directly or through contractual or other arrangements.

~~Similarly~~In addition to the prohibitions to discrimination described above, Government Code 12940 provides protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, reproductive health decisionmaking, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression~~, and, as amended by SB 523 (Ch. 630, Statutes of 2022), includes reproductive health decisionmaking.~~ .

For policy language regarding Title IX complaint procedures for employees, see AR 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for language addressing protections against discrimination as they relate to ~~volunteers, see BP 1240 - Volunteer Assistance, and in relation to~~ employees, unpaid interns, and job applicants, see BP 4030 - Nondiscrimination in Employment and BP 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment, and as they relate to volunteers, see BP 1240 - Volunteer Assistance.

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race~~,~~; color~~,~~; ancestry~~,~~; nationality~~,~~; national origin~~,~~; immigration status~~,~~; ethnic group identification~~,~~; ethnicity~~,~~; age~~,~~; religion~~, marital status,~~; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status~~,~~; reproductive health decisionmaking~~,~~; physical or mental disability~~,~~; medical condition~~,~~; sex~~,~~; sex stereotypes; sex characteristics; sexual orientation~~,~~; gender~~,~~; gender identity~~,~~; gender expression~~,~~; veteran or military status~~s~~,; or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: Education Code 234.7 **mandates** that districts adopt policy consistent with the California Attorney General's model policy contained in 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." That model policy includes statements regarding the equitable provision of services and a prohibition against the use of school resources or data for creating a registry based on specific characteristics. In addition, Government Code 8310.3 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. For more information regarding this mandate and appropriate responses to citizenship and immigration concerns, see BP/AR 5145.13 - Response to Immigration Enforcement.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. 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 ~~race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category~~any of the categories identified above.

CSBA NOTE: Education Code 243, as added by AB 1078, clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives. Any Board action to ban or censor a textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction on any of the bases described above may constitute unlawful discrimination under Education Code 220. In addition, pursuant to Education Code 244, as added by SB 153 (Ch. 38, Statutes of 2024), the Board is prohibited from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination pursuant to Education Code 220.

Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

For more information regarding instructional materials adoption see BP/AR/E(1) 6161.1 – Selection and Evaluation of Instructional materials, CSBA's publication, "Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities," and corresponding Fact Sheet and Reference, and the California Attorney General's, "Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books."

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

CSBA NOTE: Education Code 221.2-221.3, the California Racial Mascot Act, declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname. The following paragraph

expands this prohibition to include any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

CSBA NOTE: Pursuant to Education Code 221.5, a district is required to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of the student's gender as listed on the student's educational records. ~~See BP/AR 5145.3 - Nondiscrimination/Harassment.~~

Additionally, Title IX, 34 CFR 106.31, as amended by 89 Fed. Reg. 33474, provides that a district (1) may not exclude a student from participation in, deny a student the benefits of, or otherwise subject a student to discrimination on the basis of sex in any education program or activity, (2) that in the limited circumstances in which different treatment or separation on the basis of sex is permitted, a district may not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a student to more than de minimis harm, and (3) that preventing a student from participating in an education program or activity consistent with the student's gender identity would subject the student to more than de minimis harm on the basis of sex. In commentary accompanying the Final Rule, USDOE clarifies that Title IX protects students from sex discrimination, including sex-based harassment, when they access sex-separate facilities. This protection applies with equal force to all students, including transgender and nonbinary students, requiring districts to provide access to sex-separate facilities, including bathrooms, in a manner that does not cause more than de minimis harm. USDOE intends to issue a separate final rule to address Title IX's application to sex-separate athletic teams which is governed by 34 CFR 106.41, rather than 34 CFR 106.31 as described above. See BP/AR 5145.7 – Sex-Discrimination and Sex-Based Harassment.

For further information, see CSBA's, "Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools," and CSBA's Recently Asked Questions, "Parental and Student Rights in Relation to Transgender and Gender Nonconforming Students."

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, or Education Code 244, as added by SB 153, related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, as described above, may be brought under the district's uniform complaint procedures (UCP) or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with

the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. See BP/AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in BP/AR 1312.3 - Uniform Complaint Procedures, for students, and AR 4030 – Nondiscrimination in Employment, for employees, it is unclear whether districts would additionally be required to follow the procedures specified in BP/AR 1312.3 - Uniform Complaint Procedures or AR 4030 – Nondiscrimination in Employment, as applicable. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing such a complaint process for this purpose. For more information regarding the Title IX grievance procedures, see AR 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.

~~All~~Except for allegations of sex discrimination or sex-based harassment, allegations of unlawful discrimination in district programs and activities shall be ~~brought,~~ investigated~~d~~, and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures~~.~~, for students, and Administrative Regulation 4030 – Nondiscrimination in Employment, for employees. Complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and as specified in Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.

CSBA NOTE: Many nondiscrimination laws and regulations contain a notification requirement. For example, pursuant to 34 CFR 104.8 and 106.8, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the basis of disability or sex in its ~~educational~~education programs or activities. In addition, Education Code 221.61 requires districts to post specified information relating to Title IX on their websites. To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and ~~34 CFR~~ 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and

offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

CSBA NOTE: Education Code 234.7 requires the following notification. Information about the educational rights of all students is contained in the appendix of 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."

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

CSBA NOTE: 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 the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

CSBA NOTE: Pursuant to the ADA and its implementing regulations, 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the DOJ.

In addition, pursuant to 28 CFR 35.136, a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2 - Animals at School. Districts with questions about compliance with the ADA should consult ~~with~~ CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

CSBA NOTE: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.

The requirement to provide services and aids extends to qualified individuals with speech, hearing, or vision disabilities who participate in Medi-Cal, and, in accordance with the Department of Health Care Services Policy and Procedure Letters No. 21-017R and No. 23-004, districts are required to have a plan to meet these alternative format requirements; see AR 5141.6 - School Health Services.

In addition, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). The district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available. Additionally, Government Code 54953~~, as amended by AB 2449 (Ch. 285, Statutes of 2022),~~ requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the ADA, and to resolve any doubt in favor of accessibility. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.

OCR has interpreted the ADA and Section 504 of the Rehabilitation Act of 1973 to include the requirement that district websites be accessible to individuals with disabilities. ~~See~~In April 2024, the DOJ published updated regulations which include specific technical standards to ensure that content available through a district's web and mobile applications are accessible to individuals with disabilities by April 26, 2027. For more information on website accessibility, see OCR's June 2010 and May 2011 Dear Colleague Letters, DOJ's April 2024, "Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments," and BP 1113 ~~-~~– District and School Websites.

The Superintendent or designee shall ensure that the ~~district provides~~district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services ~~when necessary~~ to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of ~~a service, program~~district services, programs, or ~~activity~~activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or

designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

CSBA NOTE: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the ~~district's~~district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the ~~district's~~district's compliance with state and federal laws and regulations governing educational programs as identified in the ~~district's~~district's UCP procedures. The following paragraph, which identifies the person or position identified in ~~the~~ AR 1312.3 ~~-~~– Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.

The individual identified in Administrative Regulation 1312.3 ~~-~~– Uniform Complaint Procedures as the employee responsible for coordinating the ~~district's~~district's response to complaints and for complying with state federal civil rights laws is hereby designated as the ~~district's~~district's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Manuel Bojorquez, Assistant Superintendent of Educational Leadership and Pupil Services
(title or position)

4350 Otay Mesa Road, San Ysidro, CA 92173
(address)

619-428-4476 Ext. 3027
(telephone number)

Manuel.Bojorquez@sysdschools.org
(email)

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
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51007	Legislative intent: ; state policy

Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54953	Meetings; Americans with Disabilities Act accessibility
Gov. Code 54953.2	Brown Act compliance with Americans with Disabilities Act
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources	**Description**

CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 21-017R, December 2021 (https://www.dhcs.ca.gov/formsandpubs/Documents/PPL-21-017R-Alternative-Format-Request-Requirements.pdf)
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 23-004, February 2023 (https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-004.pdf)
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
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024 (https://oag.ca.gov/system/files/attachments/press-docs/Legal%20Alert%20Re%20Inclusive%20Curricula.1.9.24.1157CLEAN.pdf)
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-instructional-materials-brief.ashx?la=en&rev=9880900e6d334c81a7f64d637e40dc56)
CSBA Publication	Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-_IM-LocalRoles.ashx?la=en&rev=94453dc92df043379995b07589a4d558)
CSBA Publication	Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-_IM-StateRoles.ashx?la=en&rev=f00baf9bd1af4844b94f99135ca65588)
CSBA Publication	Parental and Student Rights in Relation to Transgender and Gender Nonconforming Students, Recently Asked Questions, August 2023 (https://www.csba.org/-/media/CSBA/Files/Advocacy/LegalAdvocacy/RAQ-Parental-

	Student-Rights-Gender-08222023.ashx?la=en&rev=a6da323ebca540e6a3a0e65790aef544)
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. DOE Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023 (https://www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html)
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Protecting Students from Discrimination, such as Harassment, Based on Race, Color, or National Origin, Including Shared Ancestry or Ethnic Characteristics, May 2024 (https://www2.ed.gov/about/offices/list/ocr/letters/colleague-202405-shared-ancestry.pdf)
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics, November 2023 (https://www2.ed.gov/about/offices/list/ocr/letters/colleague-202311-discrimination-harassment-shared-ancestry.pdf)
U.S. DOE & U.S. DOJ Civil Rights Divisions Pub	Dear Colleague Letter: Resource on Confronting Racial Discrimination in Student Discipline, May 2023
U.S. DOE, Office for Civil Rights Publication	Supporting Transgender Youth in School, June 2021
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Frequently Asked Questions About the June 29, 2010, Dear Colleague Letter, May 26, 2011
U.S. DOE, Office for Civil Rights Publication	Nondiscrimination in Employment Practices in Education, August 1991
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023

U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Electronic Book Readers, June 29, 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOJ, Civil Rights Division Publication	Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments, April 2024 (https://www.ada.gov/notices/2024/03/08/web-rule/)
U.S. DOJ, Civil Rights Division Publication	Guidance on Web Accessibility and the ADA, March 2022 (https://www.ada.gov/resources/web-guidance/)
U.S. DOJ, Civil Rights Division Publication	Accessibility of State and Local Government Websites to People with Disabilities, February 2020
U.S. DOJ, Civil Rights Division Publication	2010 ADA Standards for Accessible Design, September 2010
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, September 2023 (https://www.w3.org/TR/WCAG21/)
Website	CSBA District and County Office of Education Legal Services
Website	California Office of the Attorney General
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	Pacific ADA Center
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	California Safe Schools Coalition
Website	CSBA
Website	California Department of Education
Website	California Civil Rights Department
Website	U.S. Equal Employment Opportunity Commission
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Health Care Services
~~World Wide Web Consortium Publication~~	~~Web Content Accessibility Guidelines, December 2008~~

Cross References

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0450	Comprehensive Safety Plan
1100	Communication With The Public
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1114	District-Sponsored Social Media
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1330	Use Of School Facilities
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3260	Fees And Charges
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4032	Reasonable Accommodation
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4111.2	Legal Status Requirement
4119.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
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4119.21	Professional Standards
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4211.2	Legal Status Requirement
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4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
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Policy 0420.41: Charter School Oversight **Status:** ADOPTED

Original Adopted Date: 10/01/2013 **| Last Revised Date:** 06/01/~~2023~~2024 **| Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice. The Governing Board is ~~obligated~~required to ~~monitor the performance of~~oversee any charter school it authorizes ~~in order~~. This oversight is to ensure the school's compliance with legal requirements and ~~progress toward meeting measurable outcomes specified in~~ the charter. ~~Information about the school's performance is necessary when determining whether to grant a renewal of the charter or whether a revocation of the charter is warranted; see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation. In addition~~Additionally, pursuant to Education Code 47604, if the district complies with all oversight responsibilities required by law, it will not be liable for the debts or obligations of any charter school that operates as or is operated by a nonprofit public benefit corporation pursuant to Corporations Code 5110-6910.

For guidance when determining whether to grant a renewal of the charter or whether a revocation of the charter is warranted, see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation.

Pursuant to Education Code 47605, if the State Board of Education (SBE) approves a petition upon appeal after the Board and County Board of Education have denied the petition, SBE is required to designate, in consultation with the petitioner, either the Board or the County Board as the chartering authority.

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter ~~and is providing a high-quality educational program for students enrolled in the charter school~~.

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

CSBA NOTE: Education Code 47604.32 requires the district to visit each charter school at least once every year. CSBA's publication, "Charter Schools: A Guide for Governance Teams," recommends more frequent visits~~, perhaps two or three times during the school year,~~ in order to monitor school operations more closely and develop relationships with the staff at the ~~charter~~ school.

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

~~CSBA NOTE: The following optional paragraph may be revised to reflect district practice.~~CSBA NOTE: Pursuant to Education Code 47604, if a charter school operates as or is operated by a nonprofit public benefit corporation, the Board is entitled to appoint a single representative ~~on~~to the board of directors of the nonprofit public benefit corporation. ~~CSBA's publication, "Charter~~

~~Schools: A Guide for Governance Teams,"~~ ~~recommends~~It is recommended that the Board not appoint a district employee or a Board member to the nonprofit's board. Districts that seek to appoint a representative are advised to consult ~~with~~ CSBA's District and County Office of Education Legal Services or district legal counsel ~~and consider~~regarding any potential conflict of interest that may arise ~~from having an individual Board member vote~~. Additionally, as an alternative to appointing a member ~~of~~to the ~~charter~~nonprofit's board ~~of directors on issues on which the Board will need to provide oversight.~~, CSBA's ~~guide~~Guide suggests that ~~an alternative approach may be for~~ the district ~~to~~ designate its charter school contact, appointed pursuant to Education Code 47604.32, to simply attend meetings of the ~~charter school~~nonprofit's board.

The Superintendent ~~or designated charter school contact shall~~may designate someone to attend meetings of the charter school governing body whenever possible ~~and shall periodically meet with a representative of the charter school.~~.

Monitoring Charter School Performance

CSBA NOTE: The district has a responsibility to oversee that the charter school complies with all applicable legal requirements. Violation of any law may subject the charter school to revocation pursuant to Education Code 47607. See the accompanying Exhibit for a list of legal requirements pertaining to the operation of charter schools.

Any charter school authorized by the Board shall be monitored by the Superintendent or designee to determine whether the charter school complies with all legal requirements applicable to charter schools, including all reports required of charter schools by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.

CSBA NOTE: Education Code 47605 requires that measurable student outcomes for all students of the charter school, including numerically significant student subgroups as defined in Education Code 52052, be included in the school's charter petition and that these outcomes be aligned with the state priorities for the local control and accountability plan (LCAP) as stated in Education Code 52060; see AR 0420.4 - Charter School Authorization. Pursuant to Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students (or at least 15 foster youth or homeless students) in the school.

Education Code 47605 requires that the charter petition include methods for measuring the charter school's progress toward achieving student outcomes. Although the measures of the school's progress may vary, Education Code 47605 requires that charter schools conduct any statewide assessments applicable to other public schools. In addition, charter schools are included in the California School Dashboard, which reports the status of school performance on multiple state and local indicators and is intended to assist schools and districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Charter schools that serve high-risk students may qualify for the state's Dashboard Alternative School Status program, which uses modified methods of measurement for accountability indicators when appropriate.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter and any applicable MOU, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, LCAP and annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Waivers

CSBA NOTE: A charter school is not authorized to submit general waiver requests to SBE on its own behalf, unless an exception applies. Rather, a charter school may submit a waiver request through the district. A general waiver request form is available on the California Department of Education's (CDE) ~~web site.~~website. See BP 1431 – Waivers.

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the Board approve and the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to SBE on behalf of the charter school.

Provision of District Services

CSBA NOTE: ~~The following optional section may be revised to reflect district practice.~~ CSBA's~~, "Charter Schools:~~ A Guide ~~for Governance Teams,"~~ recommends one or more memoranda of understanding to clarify ~~the~~any financial and operational agreements between the district and the charter school, including any services that will be provided by the district; see BP 0420.4 - Charter School Authorization.

~~The~~Upon approval by the Board of an appropriate agreement, the charter school may ~~purchase~~contract with the district or any other source for administrative or other services ~~from the district or any other source~~. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding (MOU) which clarifies the financial and operational agreements between them.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code

47611.3)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.

If an approved charter school proposes to expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open, public meeting. (Education Code 47605, 47607)

~~CSBA NOTE: Pursuant to Education Code 47607, a district may deny a proposed expansion of an existing charter school constituting a material revision on the basis of community impact and/or fiscal impact of the proposed material revision, as described below. If a finding is made that, due to any of the conditions specified below, the district is not positioned to absorb the fiscal impact of the proposed expansion, the charter school requesting the expansion is subject to a rebuttable presumption of denial of the request for expansion.~~

~~Pursuant to Education Code 47605, the~~The Board may deny a ~~request to expand operations~~proposed material revision if it finds that the proposed ~~expansion~~material revision would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following: (Education Code 47605)

1. The fiscal impact of the proposed expansion on the district

2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings

3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

Additionally, ~~pursuant to Education Code 47605,~~ the Board may deny a ~~request to expand charter school operations~~proposed material revision if it finds that the district is not positioned to absorb the fiscal impact of the proposed ~~charter school expansion~~material revision. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent of Schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, ~~or if~~ the district has a negative interim certification pursuant to Education Code 42131, or the district is under state receivership. (Education Code 47605)

Location of Charter Schools

CSBA NOTE: Education Code 47605 and 47605.1 establish geographic and site requirements for charter schools. Pursuant to Education Code 47605, a charter school must be located within the geographic boundaries of the authorizing district. However, Education Code 47605 permits the location of some charter schools outside of the authorizing district's boundaries under specified conditions. For example, a charter school in operation before October 1, 2019, on a federally recognized California reservation or rancheria or operated by a federally recognized California Indian tribe is exempted from the geographic restrictions of Education Code 47605.1. For information about geographic and site requirements for new charter schools, see AR 0420.4 - Charter School Authorization.

Except when permitted to operate outside district boundaries pursuant to Education Code 47605 and 47605.1, a charter school shall be located within district boundaries. ~~(Education Code 47605.1)~~

~~**Monitoring Charter School Performance**~~

~~CSBA NOTE: The district has a responsibility to oversee that the charter school complies with all applicable legal requirements. Violation of any law may subject the charter school to revocation pursuant to Education Code 47607. See the accompanying Exhibit for a list of legal requirements pertaining to the operation of charter schools.~~

~~Any charter school authorized by the Board shall be monitored by the Superintendent or designee to determine whether the charter school complies with all legal requirements applicable to charter schools, including all reports required of charter schools by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.~~

~~CSBA NOTE: Education Code 47605 requires that measurable student outcomes for all students of the charter school, including numerically significant student subgroups as defined in Education Code 52052, be included in the school's charter petition and that these outcomes be aligned with the state priorities for the local control and accountability plan (LCAP) as stated in Education Code 52060; see AR 0420.4 - Charter School Authorization. Pursuant to Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students (or at least 15 foster youth or homeless students) in the school.~~

~~Education Code 47605 requires that the charter petition include methods for measuring the charter school's progress toward achieving student outcomes. Although the measures of the school's progress may vary, Education Code 47605 requires that charter schools conduct any statewide assessments applicable to other public schools. In addition, charter schools are included in the California School Dashboard, which reports the status of school performance on multiple state and local indicators and is intended to assist schools and districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Charter schools that serve high-risk students may qualify for the state's Dashboard Alternative School Status program, which uses modified methods of measurement for accountability indicators when appropriate.~~

Fees/Charges for Supervisorial Oversight

CSBA NOTE: Education Code 47613 authorizes the district to charge the charter school, within specified limits, for the costs of supervisorial oversight of the school. Education Code 47613 provides that the costs of supervisorial oversight include, but are not limited to, costs incurred for technical assistance or intervention pursuant to Education Code 47607.3; see ~~the section~~ "Technical Assistance/Intervention" below. CSBA's Guide suggests that supervisorial oversight activities also might include site visits and site visit protocols, development of memorandums of understanding, reviews of performance data and financial reports, review of governance procedures, monitoring of teacher credentialing and assignments, facilities compliance, and legal auditing.

The district may charge for district supervisorial oversight as follows: (Education Code 47613; 5 CCR 11969.7)

1. Actual costs up to one percent of the charter school's revenue~~.~~

2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities

   If the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities costs calculated pursuant to 5 CCR 11969.7, the district may only charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue.

3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

Technical Assistance/Intervention

CSBA NOTE: Education Code 47607.3 establishes criteria for the provision of technical assistance to charter schools including, but not limited to, the option to request assistance from the California Collaborative for Educational Excellence (CCEE). If, after providing technical assistance, the CCEE informs the Board that the charter school has failed or is unable to implement CCEE's recommendations or continues to have persistent or acute inadequate performance, then the Board must consider revocation of the charter; see BP 0420.43 - Charter School Revocation.

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605(c~~).~~)

   This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.

2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school.

   Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

CSBA NOTE: Education Code 47607 requires the Board to consider specified criteria of academic performance when determining whether to deny a petition for charter renewal or to revoke a charter, with achievement of all student subgroups served by the charter school being the most important factor; see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation. In addition, Education Code 47607.3 requires the Board to consider revocation of a charter whenever it finds that the charter school has failed, or is unable, to implement the recommendations of CCEE or continues to demonstrate persistent or acute inadequate performance.

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school. (Education Code 47607, 47607.2)

Complaints

CSBA NOTE: Pursuant to Education Code 52075, charter schools are required to establish policies and procedures for addressing complaints of noncompliance with Education Code 47606.5 (annual update of school goals, actions, and related expenditures) or 47607.3 (technical assistance or intervention based on the school's failure to improve student outcomes). See AR 1312.3 - Uniform Complaint Procedures for applicable procedures.

Each charter school shall establish and maintain policies and procedures in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670 to enable any person alleging the school's noncompliance with Education Code 47606.5 or 47607.3 to file a complaint with the charter school. (Education Code 52075)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

School Closure

CSBA NOTE: ~~The following optional section may be revised to reflect district practice.~~ Pursuant to Education Code 47605, procedures to be followed in the event a charter school ceases operation for any reason must be specified in the charter; see AR 0420.4 - Charter School Authorization. 5 CCR 11962 lists components that must be included in these procedures, including (1) designation of a responsible entity to conduct closure-related activities~~;~~, (2) notifications to specified persons and entities~~;~~, (3) provision of information about students' grade level, course completion, and district of residence~~;~~, (4) transfer and maintenance of student and personnel records~~;~~, (5) completion of an independent final audit~~;~~, (6) disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed~~;~~, (7) completion and filing of any annual reports required pursuant to Education Code 47604.33~~;~~, and (8) identification of funding for the activities identified in ~~Items~~ #1-7.

Depending on the terms of the charter, these duties may be performed by the charter school, the district, or another specified entity. However, Education Code 47604.32 specifies that it is the responsibility of the district to notify CDE when a charter school ceases operation for any reason. CSBA's~~, "Charter Schools: A~~ Guide ~~for Governance Teams,"~~ recommends that, in addition to the notifications required by 5 CCR 11962, either the district or the charter school should announce the closure to any school districts that may be responsible for providing education services to the former students of the charter school.

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter ~~and/or an MOU~~school and/or an applicable agreement between the district and the charter school, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason. Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

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 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
Bus. And Prof. Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on website
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 243	Prohibition of discrimination; instructional materials
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 33353	California Interscholastic Federation incident tracking
Ed. Code 35120	Student board membership

Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
Ed. Code 35292.6	Stocking of menstrual products
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 38001.5	Training for security officers
Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Criminal record summary
~~Ed. Code 44258.9~~	~~Monitoring of teacher assignments~~
Ed. Code 44691	Information on detection of child abuse; annual training
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010	Minimum age of admission to first grade
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction

Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900	Suspension and expulsion
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48913.5	Suspended students; homework assignments
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49010	~~Pupil~~Student fees
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49056	Prohibition of denial of recess
Ed. Code 49061	Definitions; directory information
Ed. Code 49062.5	Student records; name or gender change
Ed. Code 49070	Challenging student records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49406	TB risk assessment
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49414.7	Administration of albuterol inhalers
Ed. Code 49428	Notification of mental health services
Ed. Code 49428.5	Employment of medical personnel
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Prohibition of advertisement of non-nutritious foods
Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49501.5	Free breakfast and lunch to all students

Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564.3	Provision of federal universal meal service
Ed. Code 49603	On campus access to employers and military services
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51225.7-51225.8	Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application
Ed. Code 51413	Diploma of graduation without passage of high school exit examination
Ed. Code 51744-51749.6	Independent study
Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 52770	College and career fairs
Ed. Code 56026	Special education
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
Ed. Code 56521.1-56521.2	Emergency Interventions
Ed. Code 60600-60649	Assessment of academic achievement
Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils

Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
Lab. Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.78	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

Management Resources	**Description**
Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Department of Education Publication	California School Accounting Manual

California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2021
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture
Website	National Suicide Prevention Lifeline
Website	National Domestic Violence Hotline
Website	California State Teachers Retirement System
Website	California Public Employees Retirement System
Website	California Department of General Services, Office of Administrative Hearings
Website	California Commission on Teacher Credentialing
Website	California Commission on Peace Officer Standards and Training
Website	California Bureau of Security and Investigative Services
Website	California Department of Pesticide Regulation
Website	California State Controller
Website	California Student Aid Commission
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	California Interscholastic Federation
Website	California Office of the Attorney General
Website	CSBA

Website	U.S. Department of Education

Cross References

Code	Description
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
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
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	Charter School Facilities
7160	Charter School Facilities

Exhibit 0420.41-E(1): Charter School Oversight **Status:** ADOPTED

Original Adopted Date: 07/01/2017 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** 06/01/~~2023~~2024

REQUIREMENTS FOR CHARTER SCHOOLS

CSBA NOTE: Pursuant to Education Code 47610, charter schools are exempt from Education Code provisions governing school districts unless otherwise specified in law. However, charter schools, like other public schools, are subject to the state and federal constitutions, applicable federal laws, state laws that apply to governmental agencies in general, and state laws that are expressly applicable to charter schools. ~~The following Exhibit lists some, but not necessarily all, legal requirements that apply to charter schools and may be used by districts to monitor a charter school's compliance with law.~~ Violation of any law may subject the charter school to revocation pursuant to Education Code 47607; see BP 0420.43 - Charter School Revocation.

This exhibit is a non-exhaustive list of legal requirements that apply to charter schools and may be used by districts to monitor a charter school's compliance with law. Other legal requirements may exist and may be identified in the future.

A charter school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, the following requirements.

Governance

1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 7920.000- 7930.215), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)

2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside~~.~~

   In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)

3. The charter school's executive director or any of the charter school's employees shall not serve as a member of the county board of education in the county where the charter school is located (Education Code 1006; Government Code 1099)

CSBA NOTE: Pursuant to Education Code 47604.2, the governing body of a charter school attended by high school students is required to appoint a student member to the governing body if it receives a petition for such appointment, and, as amended by AB 275 (Ch. 321, Statutes of 2023), may award the student member of the governing body elective course credit based on the number of equivalent daily instructional minutes for the student member's services provided or monthly financial compensation for such service.

4. If the charter school is attended by high school students and the governing body receives student petition to appoint a student member to the governing body, appoint one or more student members in accordance with Education Code 47604.2

Operations

~~4.~~ 5. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

~~5.~~ 6. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

Admission/Enrollment

~~6.~~ 7. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

~~7.~~ 8. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

CSBA NOTE: Education Code 56145 requires charter schools to serve students with disabilities in the same manner as other public schools. Pursuant to Education Code 47646, districts must ensure that each charter school that is deemed to be a public school of the district, and is not its own local educational agency (LEA) for special education purposes, receives an equitable share of special education funding and services for students with disabilities who are enrolled in the charter school.

If a charter school is operating as a public school of the district for purposes of special education, the district retains responsibility and must determine how to ensure that students with disabilities receive a free appropriate public education (FAPE). However, as indicated in the California Office of Administrative Hearings ruling in *Student v. Horizon Instructional Systems Charter School*, a charter

school operating as its own LEA for purposes of special education, including a charter school offering an independent study program, is the entity responsible for providing FAPE.

~~8.~~ 9. Serve students with disabilities in the same manner as such students are served in other district schools (Education Code 47646, 56145)

~~9.~~ 10. Admit all students who wish to attend the charter school, according to the following criteria and procedures:

a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area~~.~~ (Education Code 47605)

   If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5 (Education Code 47605)

c. Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law~~.~~

   Preferences shall not result in limited enrollment access for students with disabilities, academically low-achieving students, English learners, neglected or delinquent students, students experiencing homelessness, foster youth, students who are economically disadvantaged, or on the basis of nationality, race, ethnicity, or sexual orientation. Mandatory parental volunteer hours shall not be the basis of a preference or a criterion for admission or continued enrollment. (Education Code 47605)

~~10.~~ 11. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, experiencing homelessness, economically disadvantaged, or a foster youth~~.~~

The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on its website the California Department of Education's (CDE) notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605)

~~11.~~ 12. Comply with the requirements of Education Code 48850-48859 regarding enrollment, identification, and placement of students experiencing homelessness and unaccompanied youth (Education Code 48850, 48851, 48852.5, 48852.6; 42 USC 11431-11435)

~~12.~~ 13. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

~~13.~~ 14. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

Nondiscrimination

~~14.~~ 15. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)

CSBA NOTE: Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

~~15.~~ 16. Not discriminate in the use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources (Education Code 243)

~~16.~~ 17. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other

requirements of Education Code 234.7

~~17.~~ 18. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school website or on the website of the charter operator (Education Code 221.61)

~~18.~~ 19. If the charter school offers competitive athletics, annually post on the school's website or on the website of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

~~19.~~ 20. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding~~.~~

The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)

20. 21. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

CSBA NOTE: Item #22 applies to charter schools that serve high school students and participate in the California Interscholastic Federation (CIF). Pursuant to Education Code 33353, as amended by AB 1327 (Ch. 366, Statutes of 2023), a charter school is required to post on its website, on or before April 1, 2025, the standardized incident form developed by the California Department of Education (CDE) to track racial discrimination, harassment, or hazing, that occurs at high school sporting games or events.

~~21.~~ 22. If the charter school serves high school students and participates in the California Interscholastic Federation, post the standardized incident form developed by CDE to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events on the charter school's website on or before April 1, 2025, and, upon CDE's request, submit information related to any completed standardized incident forms received by the charter school (Ed. Code 33353)

Tuition and Fees

~~22.~~ 23. Not charge tuition (Education Code 47605)

CSBA NOTE: Education Code 47605 specifically prohibits a charter school from charging tuition, but does not mention fees or other charges. As clarified in ~~the California Department of Education's (CDE)~~CDE advisory, "Pupil Fees, Deposits, and Other Charges," because charter schools are subject to the California Constitution, the free school guarantee of the California Constitution, Article 9, Section 5, applies to charter schools. Charter schools may only charge fees which are explicitly authorized by law for charter schools.

~~23.~~ 24. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools (Education Code 49010, 49011)

~~24.~~ 25. Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school~~.~~

The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)

School Plans

CSBA NOTE: Pursuant to Education Code 52064.3, ~~as added by AB 181 (Ch. 52, Statutes of 2022),~~ by January 31, 2025, charter schools that are identified by CDE as needing an improvement plan pursuant to 34 CFR 300.600-300.647 are required to complete an Individuals with Disabilities Education Act Addendum adopted by SBE relating to improvements in services for students with disabilities. See BP 0460 - Local Control and Accountability Plan for more information.

~~25.~~ 26. Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, after holding a public hearing, consulting with specified stakeholders, and using the template adopted by the State Board of Education (SBE~~).~~)

~~26.~~ 27. As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians and as appropriate, an Individuals with Disabilities Education Act Addendum, based on the templates developed by SBE (Education Code 47604.33, 47606.5, 52064, 52064.1, 52064.3)

CSBA NOTE: Pursuant to Education Code 47606.5, as amended by SB 114 (Ch. 48, Statutes of 2023), charter schools are required to present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents/guardians on or before February 28 of each year at a regularly scheduled meeting of the governing body.

~~27.~~ 28. Present a report on the annual update to the LCAP and the local control funding formula budget overview for parents/guardians on or before February 28 of each year, at a regularly scheduled meeting of the governing body of the charter school (Education Code 47606.5)

~~28.~~ 29. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)

CSBA NOTE: Education Code 32282, as amended by SB 10 (Ch. 856, Statutes of 2023), requires schools that serve students in any of grades 7-12 to include in their comprehensive safety plan a protocol in the event a student is suffering or is reasonably believed to be suffering from an opioid overdose.

Additionally, Education Code 32282, as amended by SB 323 (Ch. 599, Statutes of 2023), requires that comprehensive safety plans include adaptations for student with disabilities and that, after the first evaluation or review is conducted and after each annual evaluation, or review, a school employee, a student's parent/guardian or educational rights holder, or student may bring concerns about an individual student's ability to access the disaster safety procedures described in the comprehensive school safety plan/school safety plan to the principal.

Education Code 32282, as amended by SB 671 (Ch. 626, Statutes of 2023), also requires a charter school's safety plan to include 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, an activity sponsored by the school, or a school bus serving the school.

~~29.~~ 30. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan in accordance with law by March 1 each year (Education Code 47605)

~~30.~~ 31. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus~~.~~

In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

Curriculum and Instruction

CSBA NOTE: Education Code 47612.5 specifies, by grade level, the minimum number of instructional minutes that must be offered each fiscal year. Any charter school that fails to meet this requirement will have its state apportionment reduced in proportion to the percentage of instructional minutes that the school fails to offer. Education Code 47612.5 and 47612.6 provide that neither the State Board of Education nor the Superintendent of Public Instruction may waive the required number of instructional minutes but may waive the fiscal penalties under specified conditions.

~~31.~~ 32. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

CSBA NOTE: Pursuant to Education Code 49056, as added by SB 291 (Ch. 863, Statutes of 2023), charter schools that maintain any of grades K-8 are required to provide at least one or more periods of recess that total 30 minutes on regular instructional days and at least 15 minutes on early release days, except that for any student with a disability, recess is required to be in accordance with the student's individualized education program or Section 504 plan.

~~32.~~ 33. Provide one or more periods of recess that total 30 minutes on regular instructional days and at least 15 minutes on early release days as required by law (Education Code 49056)

~~33.~~ 34. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)

~~34.~~ 35. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school (Education Code 51931, 51934)

~~35.~~ 36. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources (Education Code 49381)

~~36.~~ 37. If the charter school serves students in middle or high school and offers one or more courses in health education, include in those courses instruction in mental health, as specified (Education Code 51925-51929)

~~37.~~ 38. If the charter school serves students in grade 12, comply with the requirements for student completion and submission of the Free Application for Federal Student Aid and California Dream Act Application (Education Code 51225.7, 51225.8)

CSBA NOTE: Education Code 52770, as added by AB 1173 (Ch. 11, Statutes of 2023), requires a charter school that serves students in any of grades 9-12 that is planning to hold a college or career fair, to notify each community college district that has overlapping jurisdiction of the date, time, and location of the fair, and provide an opportunity for the community college district to participate .

~~38.~~ 39. If the charter school is planning to hold a college or career fair, the charter school shall notify each apprenticeship program in the same county as the charter school and each community college district that has overlapping jurisdiction with the charter school with the planned date, time, and location of the fair (, and give each community college district that

has overlapping jurisdiction the opportunity to participate in the college or career fair (Education Code 52770, Labor Code 3074.2)

[NEW CSBA NOTE: Pursuant to Education Code 49603, as amended by AB 1605 (Ch. 142, Statutes of 2023), charter schools offering instruction in any of grades 9-12 that provide on-campus access to employers, shall not prohibit access to the military services.]

~~39.~~ 40. If a charter school offers instruction in any of grades 9-12, and provides on-campus access to employers, not prohibit access to the military services (Education Code 49603)

CSBA NOTE: Education Code 47612.5 provides that charter schools offering independent study are subject to Education Code 51745-51749.6. Education Code 51745 requires that no course included among the courses required for graduation may be offered solely through independent study. However, pursuant to 5 CCR 11705, a charter school offering grades 9-12 shall be deemed to be an "alternative school" for purposes of independent study and thus, according to CDE, would comply with this provision because students in such alternative schools are enrolled voluntarily and, if they wished, could attend any other district high school in which the courses were offered via classroom instruction.

~~40.~~ 41. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

~~41.~~ 42. Develop a plan for offering independent study to affected students pursuant to Education Code 46393 if the governing body of the charter school submits an affidavit pursuant to Education Code 46392 necessitated by an emergency condition that resulted in a school closure (Education Code 46392, 46393)

~~42.~~ 43. Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, ~~migrant~~ student who is migratory, or a ~~student participating in a~~ newcomer ~~program~~student while attending another school (Education Code 51225.2)

~~43.~~ 44. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

Special Education

~~44.~~ 45. Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary~~.~~

The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs

first. (Education Code 56040.3)

~~45.~~ 46. If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:

a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract (Education Code 56365)

b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year (Education Code 56366.1)

High School Graduation

46. 47. Exempt a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or ~~migrant~~ student who is migratory who transfers between schools after the second year of high school, or a ~~student participating in a~~ newcomer ~~program~~student for newly immigrant students in grades 11-12, from any of the charter school's graduation requirements that exceed state requirements, unless the charter school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)

~~47.~~ 48. In accordance with Education Code 51225.31, exempt an eligible student with disabilities from all coursework and other requirements adopted by the charter school board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma (Education Code 51225.31)

~~48.~~ 49. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)

~~49.~~ 50. Require students to meet the state minimum course requirements for graduation as specified in Education Code 51225.3, as well as any additional graduation requirements required by the governing body (Education Code 51225.3)

Student Expression

~~50.~~ 51. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)

CSBA NOTE: Education Code 48907 requires charter schools to establish a written "publications code" related to students' rights to freedom of speech and of the press. These written rules and regulations must include reasonable provisions for the time, place, and manner in which free expression may take place within the charter school's jurisdiction.

~~51.~~52. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

Staffing

~~52.~~ 53. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) as required for the teacher's certificated assignment~~.~~

Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate required. (Education Code 47605, 47605.4)

~~53.~~ 54. If the charter school offers transitional kindergarten (TK~~,~~), require credentialed teachers first assigned to a TK class to meet one of three specified criteria establishing qualification for the position by August 1, ~~2023~~2025, and to maintain adult to student ratios as specified in Education Code 48000 (Education Code 48000)

~~54.~~ 55. ~~Review potential misassignments and vacant positions in the charter school, including data from CTC, respond to the County Superintendent of Schools when necessary to show that an employee is legally authorized for an assignment, and correct~~ Correct any misassignments if notified by the ~~County Superintendent~~district that an assignment of a charter school employee is not legally authorized (Education Code 44258.9)

CSBA NOTE: Pursuant to Education Code 45125.1, as amended by SB 531 (Ch. 616, Statutes of 2023), an employee of any entity that has a contract with a charter school who offers work experience opportunities for students or workplace placements as part of a student's individualized education program is exempt from the requirement to have a valid criminal records summary if specified requirements are met.

~~55.~~ 56. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who interacts with students outside of the immediate supervision and control of the student's parent/guardian or a school employee has a valid criminal records summary, unless an exception applies (Education Code 44830.1, 45122.1, 45125.1)

~~56.~~ 57. Report to CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

~~57.~~ 58. If the charter school chooses to make the state teachers' retirement plan and/or the public employees retirement system available to its employees, meet the requirements of Education Code 47611 (Education Code 47610)

~~58.~~ 59. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

~~59.~~ 60. If the charter school employs security officers and/or security officers work on the charter school campus, provide the latest course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with the Commission on Peace Officer Standards and Training, as specified (Education Code 38001.5; Business and Professions Code 7583.45)

CSBA NOTE: Pursuant to Education Code 49406, as amended by SB 88 (Ch. 380, Statutes of 2023), a charter school that provides transportation to students under contract is required to have, as a condition of the contract, a tuberculosis risk assessment, and if indicated, the examination for infectious tuberculosis within 60 days of the initial hire, which may, until July 1, 2025, and at the discretion of the governing body, not be required for a private contracted driver who transports students infrequently and without prolonged contact.

~~60.~~ 61. If the charter school provides transportation to students under contract, require drivers to submit and clear tuberculosis risk assessment, unless otherwise exempt by law (Education Code 49406)

Parent/Guardian Involvement

~~61.~~ 62. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)

~~62.~~ 63. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)

~~63.~~ 64. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in the primary language (Education Code 48985)

Nutrition

CSBA NOTE: Pursuant to Education Code 49501.5, as amended by SB 348 (Ch. 600, Statutes of 2023), students must be provided adequate time to eat, as determined by the charter school in consideration of the recommendations provided by CDE on or before June 30, 2025. Additionally, pursuant to Education Code 49501.5, as amended by SB 348, if a charter school offers independent study, the charter school must make available a nutritionally adequate breakfast and lunch on any school day that a student is scheduled for educational activities, as defined in Education Code 49010, lasting two or more hours, at a school site, resource center, meeting space, or other satellite facility.

~~64.~~ 65. Provide a nutritionally adequate breakfast and ~~Provide breakfast and/or~~ lunch free of charge during each school day to students requesting a meal regardless of the student's free or reduced-price meal eligibility~~.~~ , including, if the charter school offers independent study, to a student enrolled in independent study on any school day in which the student is scheduled for in-person educational activities of two or more hours (Education Code 49501.5)

If the charter school participates in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and is a high poverty school, as defined, the charter school shall apply to operate a federal universal meal service provision, and upon approval, apply such service. (Education Code 49501.5, 49564.3)

~~65.~~ 66. If the charter school participates in the NSLP or SBP, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

Student Health

CSBA NOTE: Pursuant to Education Code 215, on or before January 1, 2025, charter schools must review and update their policy on student suicide prevention, and revise their training materials to incorporate best practices identified by CDE.

~~66.~~ 67. Adopt a policy on suicide prevention, intervention, and postvention for grades 7-12, and an age-appropriate policy for grades K-6, and review the policy at least every five years (Education Code 215)

CSBA NOTE: Pursuant to Education Code 49428.5, ~~as added by AB 748 (Ch. 431, Statutes of 2022),~~ each school serving students in any of grades 6-12 is required to create a poster 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. See BP 5141.5 - Mental Health.

~~67.~~ 68. Each charter school that serves students in any of grades 6-12 shall create and prominently display an age appropriate and culturally relevant poster that identifies approaches and resources about student mental health~~.~~ (Education Code 49428.5)

~~68.~~ 69. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5)

~~69.~~ 70. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)

~~70.~~ 71. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

~~71.~~ 72. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition~~.~~

In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)

CSBA NOTE: Pursuant to Education Code 35179.4, as amended by AB 1653 (Ch. 589, Statutes of 2023), if a charter school offers an interscholastic athletic program, the Board is required to have a written emergency action plan that describes the location of emergency medical equipment and procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness. Additionally, as amended by AB 1653, the emergency action plan is required to include a description of the manner and frequency at which the procedures to be followed in the event of medical emergencies will be rehearsed.

~~72.~~ 73. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness, the location of emergency medical equipment, and the rehearsal of such procedures; acquire at least one automated external defibrillator (AED) for the school~~,~~; and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)

~~73.~~ 74. If the charter school sponsors or hosts an on-campus event in or around a swimming pool that is not part of an interscholastic athletic program, provide for the presence of at least one adult with a valid certification of cardiopulmonary resuscitation training throughout the duration of the event (Education Code 35179.6)

~~74.~~ 75. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)

CSBA NOTE: Pursuant to Education Code 49414.3 and, as added by AB 1283 (Ch. 574, Statutes of 2023), Education Code 49414.7, the charter school is permitted to make emergency naloxone hydrochloride or other opioid antagonist and emergency stock albuterol inhalers available for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from opioid overdose or respiratory distress.

~~75.~~ 76. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, or to make emergency stock albuterol inhalers available to persons suffering, or reasonably believed to be suffering, from respiratory distress, comply with the requirements of Education Code 49414.3 and 49414.7, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

CSBA NOTE: Pursuant to Education Code 49056, as added by SB 291 (Ch. 863, Statutes of 2023), beginning with the 2024-2025 school year, a student may not be denied recess unless the student's participation poses an immediate threat to the physical safety of the student or to the physical safety of one or more of the student's peers. Education Code 44807.5, which authorized the Board to permit the use of recess restriction for disciplinary purposes, was repealed by SB 291.

~~76~~ 77. Prohibit the denial of recess to a student unless the student's participation poses an immediate threat to the student's physical safety or to the physical safety of one or more of the student's peers (Education Code 49056)

~~77.~~ 78. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevention on the charter school's website, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 234.6, 32283.5)

~~78.~~ 79. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code 231.5, 231.6)

~~79.~~ 80. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)

~~Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties. (Education Code 48901.1)~~

CSBA NOTE: Pursuant to Education Code 48900, as amended by SB 274 (Ch. 597, Statutes of 2023), charter schools are prohibited from suspending students enrolled in kindergarten or any of grades 1-12 for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties through July 1, 2029. Additionally, school administrators, by the end of the fifth business day, are required to inform the referring employee, verbally or in writing, of the actions taken and if none, the rationale for not providing timely interventions or supports.

~~80.~~ 81. Until June 30, 2029, neither recommend for expulsion nor suspend a student in grades K-12 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code 48901.1)

~~81.~~ 82. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code 47606.2, 48913.5)

Student and Parent/Guardian Records

~~82.~~ 83. Not collect or solicit 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 (Education Code 49076.7)

~~83.~~ 84. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)

~~84.~~ 85. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

~~85.~~ 86. If the charter school serves high school students, submit to the Student Aid Commission (CSAC), for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year~~.~~

However, such information shall not be submitted when students opt out or are permitted by the rules of CSAC to provide test scores in lieu of the GPA. (Education Code 69432.9,

69432.92)

~~86.~~ 87. Upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, update, and reissue if requested, a former student's records to include the student's updated legal name or gender~~.~~ (Education Code 49062.5, 49070)

Facilities

~~87.~~ 88. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374

b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government

CSBA NOTE: Pursuant to Education Code 35292.6, as amended by AB 230 (Ch. 421, Statutes of 2023), the requirement to stock an adequate supply of free menstrual products extends to grades 3-12.

~~88.~~ 89. If the charter school serves students in any of grades ~~6~~3-12, stock the school's restrooms at all times with an adequate supply of menstrual products available and accessible free of cost in all women's restrooms, all-gender restrooms, and in at least one men's restroom (Education Code 35292.6)

Finance

~~89.~~ 90. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code 47604.3)

~~90.~~ 91. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

~~91.~~ 92. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not

limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

~~92.~~ 93. Annually prepare and submit financial reports to the Board and the County Superintendent in accordance with the following reporting cycle:

a. By July 1, a preliminary budget for the current fiscal year~~.~~

   For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31 (Education Code 47604.33)

c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31 (Education Code 47604.33)

d. By September 15, a final unaudited report for the full prior year~~.~~

   The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)

e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit~~.~~

   The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)

~~93.~~ 94. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds, and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

Accountability

~~94.~~ 95. Annually adopt a school accountability report card (Education Code 33126, 47612; California Constitution, Article 16, Section 8.5)

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
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
Bus. And Prof. Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on website
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 243	Prohibition of discrimination; instructional materials

Ed. Code 32280-32289.5	School safety plans
Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 33353	California Interscholastic Federation incident tracking
Ed. Code 35120	Student board membership
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
Ed. Code 35292.6	Stocking of menstrual products
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 38001.5	Training for security officers
Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Criminal record summary
~~Ed. Code 44258.9~~	~~Monitoring of teacher assignments~~
Ed. Code 44691	Information on detection of child abuse; annual training
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools

Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010	Minimum age of admission to first grade
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900	Suspension and expulsion
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48913.5	Suspended students; homework assignments
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49010	~~Pupil~~Student fees
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49056	Prohibition of denial of recess
Ed. Code 49061	Definitions; directory information
Ed. Code 49062.5	Student records; name or gender change
Ed. Code 49070	Challenging student records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49406	TB risk assessment
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49414.7	Administration of albuterol inhalers
Ed. Code 49428	Notification of mental health services
Ed. Code 49428.5	Employment of medical personnel

Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Prohibition of advertisement of non-nutritious foods
Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49501.5	Free breakfast and lunch to all students
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564.3	Provision of federal universal meal service
Ed. Code 49603	On campus access to employers and military services
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51225.7-51225.8	Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application
Ed. Code 51413	Diploma of graduation without passage of high school exit examination
Ed. Code 51744-51749.6	Independent study
Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 52770	College and career fairs
Ed. Code 56026	Special education
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
Ed. Code 56521.1-56521.2	Emergency Interventions
Ed. Code 60600-60649	Assessment of academic achievement

Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils
Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
Lab. Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.78	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

Management Resources	**Description**
Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)

CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Department of Education Publication	California School Accounting Manual
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2021
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture
Website	National Suicide Prevention Lifeline
Website	National Domestic Violence Hotline
Website	California State Teachers Retirement System
Website	California Public Employees Retirement System
Website	California Department of General Services, Office of Administrative Hearings
Website	California Commission on Teacher Credentialing
Website	California Commission on Peace Officer Standards and Training
Website	California Bureau of Security and Investigative Services
Website	California Department of Pesticide Regulation
Website	California State Controller
Website	California Student Aid Commission
Website	National Association of Charter School Authorizers

Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	California Interscholastic Federation
Website	California Office of the Attorney General
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
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
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	Charter School Facilities
7160	Charter School Facilities

Policy 0510: School Accountability Report Card

Status: ADOPTED

Original Adopted Date: 11/01/2003 | **Last Revised Date:** ~~03~~09/01/~~2008~~2024 | **Last Reviewed Date:** ~~03~~09/01/~~2008~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice. Education Code 35256 requires the Governing Board to annually issue a school accountability report card (SARC) for each school site, reporting all conditions listed in Education Code 33126 and 41409.3. The goal of the SARC is to provide data by which parents/guardians can make meaningful comparisons between schools, thus enabling them to make informed decisions regarding which school they wish their children to attend.

In addition, pursuant to 20 USC 6311, any district that receives Title I, Part A funding ~~(see BP/AR 6171 - Title I Programs) must~~is required to prepare and disseminate an annual report card which includes specified information. ~~As amended by the Every Student Succeeds Act (P.L. 114-95),~~Districts are authorized, pursuant to 20 USC 6311 ~~expands the required content of the report card but no longer requires that it include annual measurable objectives, adequate yearly progress, or teacher quality information. Rather than issuing a district-level report card, districts are allowed by 20 USC 6311~~, to incorporate the information required to be in the annual report card into the SARC, rather than issuing a separate district-level report card. For more information on requirements for schools that receive Title I funding, see BP/AR 6171 – Title I Programs.

The Governing Board recognizes its responsibility to inform parents/guardians and the community about the conditions, needs, and progress at each district school and to provide data by which parents/guardians can make meaningful comparisons between schools. The process of gathering and analyzing data also provides opportunities for school and district staff to review achievements and identify areas for improvement.

The Board shall annually issue a school accountability report card (SARC) for each school site. (Education Code 35256)

CSBA NOTE: Education Code 33126.1 requires that the California Department of Education (CDE) develop a standardized template for use by districts in creating their SARCs. This template is posted on ~~the~~ CDE's ~~web site; districts may download it and then enter SARC data electronically.~~website. The template lists the specific legal requirements and definitions ~~(~~, including federal Title I requirements for district report cards pursuant to 20 USC 6311~~)~~, as well as references to help access the data.

In preparing the district's report cards, the Superintendent or designee may choose to use or adapt the model template provided by the California Department of Education. If the model template is not used, the Superintendent or designee shall ensure that data ~~are~~is reported in a manner that is consistent with the definitions for school conditions as provided in the template. At least every three years, the Board shall compare the content of the district's ~~report cards~~SARCs to the state's model template, recognizing that variances are allowed by law as necessary to meet local needs. (Education Code 33126.1, 35256)

The Board shall annually approve the SARCs for all district schools and shall evaluate the data contained in the SARCs as part of the Board's regular review of the effectiveness of the district's programs, personnel, and fiscal operations.

The Superintendent or designee shall develop strategies for communicating the information contained in the SARCs to all stakeholders, including opportunities for staff and the community to discuss their content.

Notification and Dissemination of SARCs

CSBA NOTE: Education Code 35256 requires districts to notify parents/guardians about the availability of the SARC and to provide a paper copy of the SARC upon request. ~~Education Code 35258 requires any district that is connected~~Pursuant to ~~the Internet to make the information contained in the SARC available via the Internet; some county offices of education make SARCs available on their web sites for district schools within the county. AB 1061 (Ch. 530, Statutes of 2007) amended~~ Education Code 35256 and 35258 ~~to require that, commencing in the 2008-09 school year~~, districts ~~must~~ are required to make the SARC available, in both hard copy and on ~~the Internet~~their website as applicable, by February 1 of each year~~.~~; some county offices of education make SARCs for district schools within the county available on their websites. Districts are not required to submit their SARCs to ~~the~~ CDE, but are required by Education Code 33126.1 to ensure that ~~the~~ CDE has the district's current SARC ~~web site~~website address for linkage from ~~the~~ CDE's ~~web site~~website. Districts ~~that are~~may submit SARCs by utilizing CDE's online electronic SARC template available on myCDEconnect accounts, which submits the entirety of the SARC to CDE. Districts may also elect not ~~connected~~ to ~~the Internet may modify the following paragraph accordingly.~~use the template and instead use a myCDEconnect account to upload an accurate URL where the SARC has been posted on the school or district website. Both methods of submission fulfill the requirement pursuant to Education Code 33126.1.

Additionally, 20 USC 6311 requires districts receiving Title I, Part A funds to disseminate the Title I report card information to all district schools and to all parents/guardians of students attending those schools. Pursuant to 20 USC 6311, the district's Title I report card must be concise; presented in an understandable and ~~to make~~uniform format, and to the extent practicable, in a language that parents can understand; and be accessible to the public, including posting the report card on the district's website. Districts without a website may publicize the report card by providing the information ~~widely available through public means, such as posting on the Internet, distribution to the media, and distribution through~~ to the public ~~agencies. In its nonregulatory guidance Report Cards, dated September 12, 2003, the U.S. Department of Education states that because not all parents/guardians have access to the Internet, the Internet alone is not a sufficient means of disseminating report cards. The~~in another manner as determined by the district. CDE ~~has interpreted this recommendation, in conjunction with state law, to require~~recommends that all parents/guardians be notified of the availability of the full report and be provided information as to how they can access the full report on the Internet or request a paper copy~~. The CDE also encourages~~, and that districts ~~to provide an abbreviated copy~~make copies of the SARC available in the school office and at public forums, such as ~~part of this notice~~parent information nights.

~~The Superintendent or designee shall annually publicize the issuance of the SARCs and notify parents/guardians that a paper copy will be provided upon request. On~~Annually, on or before February 1 of each year, the Superintendent or designee shall publicize the issuance of the SARCs, make the SARCs available ~~in paper copy and~~ on the ~~Internet.~~district's website, and notify

parents/guardians that a hard copy shall be provided upon request. (Education Code 33126, 35256~~)~~, 35258)

CSBA NOTE: 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 the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

Additionally, when 15 percent or more of a school's students speak a single primary language other than English, the SARC shall be translated into that other language. (Education Code 48985)

In addition, the SARC shall be provided in an understandable and uniform format and, to the extent practicable, provided in a language that parents/guardians can understand. (Education Code 33126, 35256; 20 USC 6311)

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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
CA Constitution Article 16, Section 8.5(e)	Allocations to State School Fund
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair
Ed. Code 17014	Plan for building maintenance
Ed. Code 17032.5	Portable classroom maintenance
Ed. Code 17070.15	School Facilities Act; definitions
Ed. Code 17089	Portable classroom maintenance
Ed. Code 33126	School accountability report card
Ed. Code 33126.1	School Accountability Report Card model template
Ed. Code 33126.15	School Accountability Report Card template
Ed. Code 33126.2	Secretary of Education school accountability report card study
Ed. Code 35256	School Accountability Report Card

Ed. Code 35256.1	Information required in the School Accountability Report Card
Ed. Code 35258	Internet access to the School Accountability Report Card
Ed. Code 41409	Calculation of statewide averages
Ed. Code 41409.3	Salary information required in the School Accountability Report Card
Ed. Code 46112	Minimum school day for grades 1 through 3
Ed. Code 46113	Minimum school day for grades 4 through 8
Ed. Code 46117	Minimum kindergarten school day
Ed. Code 46141	Minimum school day (high school)
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 60119	Textbook sufficiency
Ed. Code 60600-60618	General provisions
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Ed. Code 60800	Physical fitness testing

Federal	**Description**
20 USC 6311	State plan

Management Resources	**Description**
U.S. DOE~~,~~ Guidance	~~Report Cards, September 12, 2003~~Opportunities and Responsibilities for State and Local Report Cards under the Elementary and Secondary Education Act of 1965, as Amended by the Every Student Succeeds Act, September 2019 (https://www2.ed.gov/policy/elsec/leg/essa/report-card-guidance-final.pdf)
California Department of Education Publication	Frequently Asked Questions about the School Accountability Report Card (https://www.cde.ca.gov/ta/ac/sa/questions.asp)
California Department of Education Publication	SARC Preparation Guide for Public Schools (https://www.cde.ca.gov/ta/ac/sa/publicschlguide.asp)
California Department of Education Publication	Adjusted Cohort Graduation Rate Federal Program Monitoring Instrument (https://www.cde.ca.gov/ta/cr/)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, School Accountability Report Card
~~Website~~	~~CSBA, SARC Select~~
Website	U.S. Department of Education

Cross References

Code	Description
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0500	Accountability
1000	Concepts And Roles
1100	Communication With The Public
1112	Media Relations
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
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6000	Concepts And Roles
6117	Year-Round Schedules
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6162.5	Student Assessment
6190	Evaluation Of The Instructional Program
9000	Role Of The Board

Administrative Regulation 0510: School Accountability Report Card

Status: ADOPTED

Original Adopted Date: 09/01/2024 | **Last Reviewed Date:** 09/01/2024

Contents

CSBA NOTE: The following optional administrative regulation includes a non-exhaustive list of the components which the law explicitly requires be included in each school site's school accountability report card (SARC) and may be revised to reflect district practice.

Each year the principal or designee at each school shall prepare a school accountability report card (SARC), which shall include, but is not limited to: (Education Code 33126)

1. Student achievement by grade level, as measured by the results of the statewide assessment

   CSBA NOTE: Pursuant to 20 USC 6311, a district that receives Title I Funds is required to include high school graduation rates, including a four-year adjusted cohort graduate rate, on its annual report card. The California Department of Education monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM process includes a review of a district's written policies and procedures to maintain required documentation for students who transfer or withdraw from a district school, including the exit reasons and documentation to support the exit reasons.

2. Progress toward reducing dropout rates, including the one-year dropout rate listed in the California Basic Educational Data System (CBEDS) for the school over the most recent three-year period, and the graduation rate, as defined by the State Board of Education, over the most recent three-year period when available pursuant to Education Code 52052

3. Estimated expenditures per student and types of services funded, including the actual salaries of personnel assigned to the school

   The assessment of estimated expenditures per student shall be reported in total, in subtotal by restricted and by unrestricted source, and include a reporting of the average of actual salaries paid to certificated instructional personnel at that school.

4. Progress toward reducing class sizes and teaching loads, including the average class size and the distribution of class sizes at the school by grade level, using CBEDS for the most recent three-year period

5. The total number of the school's fully credentialed teachers, the number of teachers relying upon emergency credentials, the number of teachers working without credentials, any assignment of teachers outside their subject areas of competence, misassignments, including misassignments of teachers of English learners, and the number of vacant teacher positions for the most recent three-year period

6. The quality and currency of textbooks and other instructional materials, including whether textbooks and other materials meet state standards, the ratio of textbooks per student, and the year the textbooks were adopted

7. The availability of sufficient textbooks and other instructional materials, as determined pursuant to Education Code 60119, for each student, including English learners, in each of the areas of the core curriculum areas of reading/language arts, mathematics, science, and history/social science; world language and health; science laboratory equipment for grades 9 to 12, inclusive, as appropriate; and visual and performing arts

   If the Governing Board determines, pursuant to Education Code 60119, that there are insufficient textbooks or instructional materials, or both, it shall include information for each school in which an insufficiency exists, identifying the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area identified above.

8. The availability of qualified personnel to provide counseling and other student support services, including the ratio of academic counselors per student

9. Safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair

10. The annual number of school days dedicated to staff development for the most recent three-year period

11. Suspension and expulsion rates for the most recent three-year period

CSBA NOTE: Education Code 33126 requires schools to include the Academic Performance Index (API) in each SARC. However, the API was replaced in 2017 with the new accountability and continuous improvement system known as the California School Dashboard.

Additionally, pursuant to Education Code 33126, the data in the SARC is required to be disaggregated for each numerically significant subgroup, as defined in Education Code 52052, which, as amended by SB 114 (Ch. 48, Statutes of 2023), includes "long-term 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.

12. The Academic Performance Index, which is reflected in the California School Dashboard, including the disaggregation of student subgroups identified in Education Code 52052, the decile rankings, and a comparison of schools

13. Contact information for organized opportunities for parent/guardian involvement

CSBA NOTE: The following two criteria apply to schools serving students in grades 9-12.

14. For secondary schools, the percentage of graduates who have passed course requirements for entrance to the University of California and the California State University, including the course requirements for high school graduation pursuant to Education Code 51225.3, and the percentage of students enrolled in those courses, as reported by CBEDS

15. The number of advanced placement courses offered, by subject

16. Career technical education (CTE) data measures, including:

    a. A list of programs offered by the district that students at the school may participate in and are aligned to the model curriculum standards adopted pursuant to Education Code 51226 and program sequences offered by the district

       The list shall identify which courses are conducted by a regional occupational center or program and those that are conducted directly by the district.

    b. A list of the district's primary representative of the CTE advisory committee and the industries represented

    c. The number of students participating in CTE

    d. The percentage of students that complete a CTE program and earn a high school diploma

    e. The percentage of CTE courses that are sequenced or articulated between a school and postsecondary education schools

CSBA NOTE: Pursuant to Education Code 41409.3, the following requirements do not apply to single school districts and should be deleted by such districts.

Additionally, each SARC shall also include the following information: (Education Code 41409.3)

1. The beginning, median, and highest salary paid to teachers in the district, as reflected in the district's salary scale

2. The average salary for school-site principals in the district

3. The salary of the Superintendent
4. The percentage expended for the salaries of administrative personnel, as specified
5. The percentage expended for the salaries of teachers
6. For Items #1-5 above, the statewide average in districts of the same size and type based on information provided by the State

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Ed. Code 60800	Physical fitness testing

Federal	**Description**
20 USC 6311	State plan

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California Department of Education Publication	SARC Preparation Guide for Public Schools (https://www.cde.ca.gov/ta/ac/sa/publicschlguide.asp)
California Department of Education Publication	Adjusted Cohort Graduation Rate Federal Program Monitoring Instrument (https://www.cde.ca.gov/ta/cr/)
Website	CSBA District and County Office of Education Legal Services

Website	California Department of Education, School Accountability Report Card
Website	U.S. Department of Education

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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES – 2000 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.

Below is the list of new and/or revised Board Policies (BP):

- Board Policy 2121 - Superintendent's Contract

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies – 2000 series:
Board Policy 2121 - Superintendent's Contract.

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

Policy 2121: Superintendent's Contract

Status: ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** ~~12~~06/01/~~2019~~2024 | **Last Reviewed Date:** ~~12~~06/01/~~2019~~2024

CSBA NOTE: The following optional policy should be modified to reflect district practice.

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent will work together as a governance team to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the value of stability in district administration, the best use of district resources, and the Board's duty to ensure accountability to the public for the performance of the district's schools.

CSBA NOTE: The following list of contract components is consistent with a template for superintendent contracts developed by CSBA. The annotated template contract with additional context and suggestions is available through CSBA's ~~web site.~~website. Districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel when reviewing and/or approving the Superintendent's employment contract.

The contract shall be reviewed by ~~the district's~~district legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031

2. Length of the work year and hours of work

3. Salary, health and welfare benefits, and other compensation for the position, including a statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

   The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the use of a personal vehicle.

5. Vacation, illness and injury leave, and personal leaves

6. Professional development

7. General duties and responsibilities of the position

8. Criteria, process, and procedure for annual evaluation of the Superintendent

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board ~~can~~may enter into a new contract with the Superintendent prior to the expiration of the existing contract

CSBA NOTE: Pursuant to Education Code 35031, if the Governing Board decides not to reemploy the Superintendent, it must provide notification at least 45 days before the contract expires. If the Board fails to provide the required prior written notice, the Superintendent shall be deemed reemployed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation.

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

CSBA NOTE: See section on "Termination of Contract" below for limitations to maximum cash settlements.

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's official capacity in the performance of employment-related duties

CSBA NOTE: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of an employee may be discussed in closed session under the "personnel exception." However, Government Code 54957 prohibits the use of closed session for discussion or action on any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline. In *San Diego Union v. City Council*, a California Court of Appeal held that the "personnel exception" provided in Government Code 54957 does not extend to discussions of salary and compensation.

Notwithstanding Government Code 54957, the Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe

benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Atty. Gen. 209 (1974) that a board may only meet in closed session for such purposes with a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The Attorney General's publication , "The Brown Act: Open Meetings for Local Legislative Bodies" also states that the "labor exception" applies to meeting in closed session to instruct its representatives concerning negotiations with prospective employees. Boards wishing to discuss the Superintendent's salary in closed session under the "labor exception" are encouraged to consult ~~legal~~CSBA's District and County Office of Education Legal Services or district counsel before doing so.

In addition, pursuant to Government Code 54956, the Board is prohibited from deliberating on the salary or other compensation of the Superintendent at a special meeting. See BB 9320 - Meetings and Notices ~~and~~, BB 9321 - Closed Session~~.~~, and BB 9323.2 – Actions By The Board.

The following paragraph should be revised to reflect district practice.

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 ~~(the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent.~~. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

~~The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.~~

Terms of the contract shall remain confidential until the ~~ratification~~approval process commences.

CSBA NOTE: Pursuant to Government Code 54953, the Board ~~must~~is required to, in open session, orally report a summary of the recommendation for final action on the Superintendent's salary or benefits and must make related records available to the public in accordance with the California Public Records Act. Thus, Government Code 54953 limits the Board's ability to approve changes to salary or benefits as part of a consent calendar and instead requires such approval to be a separate agenda item. For identical requirements regarding final action on the salary or benefits of other district executives, see BP 4312.1 - Contracts.

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953)

Termination of Contract

CSBA NOTE: Pursuant to Government Code 53260, every employee contract must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to the monthly salary multiplied by the number of months left on the contract. For a Superintendent contract, Government Code 53260 provides that the maximum cash settlement is the monthly salary multiplied by 12. Cash settlements may be less than these maximums. The district must make contracts of employment, which include the termination agreements, available to the public upon request. See AR 4117.5/4217.5/4317.5 - Termination Agreements.

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

In such an event, the maximum cash settlement that the Superintendent may receive upon termination of the contract shall not exceed the Superintendent's monthly salary multiplied by the number of months left on the contract or the Superintendent's monthly salary multiplied by 12, whichever is less. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of office or position, the Superintendent shall reimburse the district for payments received as paid leave salary pending investigation or as cash settlement upon termination, and for any funds expended by the district in defending the Superintendent against a crime involving the Superintendent's office or position. (Government Code 53243-53243.4, 53260)

CSBA NOTE: Pursuant to Education 35150, as added by SB 494 (Ch. 875, Statutes of 2023), the Board is prohibited from taking action to terminate the Superintendent as specified in the following paragraphs. For more information regarding restrictions and prohibitions on when the Board may take certain actions, see E(1) 9323.2 – Actions by the Board.

The Board shall not take action to terminate the Superintendent without cause at a special or emergency meeting of the Board. (Education Code 35150)

Additionally, the Board shall not take action to terminate the Superintendent without cause or within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled. (Education Code 35150)

However, the Board may take action to terminate the Superintendent without cause at a regular meeting during any month in which a regular meeting of the Board is not scheduled. (Education Code 35150)

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State	**Description**
Ed. Code 35031	Term of employment
Ed. Code 35150	Termination of superintendent
Ed. Code 41325-41328	Conditions of emergency apportionment
Gov. Code 3511.1-3511.2	Local agency executives
Gov. Code 53243-53243.4	Abuse of office
Gov. Code 53260-53264	Employment contracts
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54956	Special ~~Meetings~~meetings
Gov. Code 54957	Closed session personnel matters
Gov. Code 54957.1	Closed session; public report of action taken
Gov. Code 54957.6	Closed sessions regarding employee matters
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act

Federal	**Description**
26 CFR 1.105-11	Self-insured medical reimbursement plan
26 USC 105	Self-insured medical reimbursement plan; definition of highly compensated individual
42 USC 300gg-16	Group health plan; nondiscrimination in favor of highly compensated individuals

Management Resources	**Description**
Attorney General Opinion	57 Ops. Cal. Atty. Gen. 209 (1974)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003

Court Decision	San Diego Union v. City Council (1983) 146 Cal.App.3d 947
CSBA Publication	Superintendent Contract Template
Website	CSBA District and County Office of Education Legal Services
Website	California Office of the Attorney General
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
2110	Superintendent Responsibilities And Duties
2120	Superintendent Recruitment And Selection
2140	Evaluation Of The Superintendent
2210	Administrative Discretion Regarding Board Policy
3312	Contracts
3350	Travel Expenses
3580	District Records
3580	District Records
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4117.5	Termination Agreements
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave

4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4217.5	Termination Agreements
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261	Leaves
4261	Leaves
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.5	Termination Agreements
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9124	Attorney
9320	Meetings And Notices

9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9323.2	Actions by the Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATIONS AND EXHIBITS – 3000 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.

Below is the list of revised Administrative Regulations and Exhibits - 3000 series:

- Administrative Regulation 3517 - Facilities Inspection
- Exhibit(1) 3517 - Facilities Inspection

RECOMMENDATION:
Approve the first reading and adoption of revised Administrative Regulations – 3000 series: Administrative Regulation 3517 - Facilities Inspection and Exhibit(1) 3517 - Facilities Inspection.

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

Regulation 3517: Facilities Inspection

Status: ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** ~~06~~09/01/~~2022~~2024 | **Last Reviewed Date:** ~~06~~09/01/~~2022~~2024

CSBA NOTE: As part of the Williams litigation settlement, Education Code 17070.75 requires that each school district participating in the state's School Facility Program have a facility inspection system in place for all schools to ensure that school facilities are kept in good repair. Education Code 17002 defines "good repair" to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional as determined pursuant to the Facility Inspection Tool (FIT) developed by the Office of Public School Construction ~~(OPSC)~~ or a local evaluation instrument that uses the same criteria.

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

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks~~.~~

2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges~~.~~

3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed~~.~~

4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others~~. Locks and other security hardware function as designed.~~

   Locks and other security hardware function as designed.

5. Interior Surfaces ~~(walls~~: Walls, floors, and ceilings~~)~~: ~~Interior surfaces~~ are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause~~. Ceiling tiles are intact.~~

   Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.

6. Hazardous Materials: Hazardous and flammable materials are stored properly~~.~~

   No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of

hazardous materials that may pose a threat to the health and safety of students or staff.

7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed~~.~~

   Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.

8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly~~.~~

   Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.

9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly~~.~~

10. Lighting: Interior and exterior lighting appears to be adequate and working properly~~.~~

    Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.

11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident~~.~~

12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks~~.~~

    Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.

CSBA NOTE: Pursuant to Education Code 35292.5, as amended by SB 760 (Ch. 227, Statutes of 2023), districts may temporarily close a restroom due to (1) a documented student safety concern, (2) an immediate threat to student safety, or (3) the need to repair the facility.

13. Restrooms: Restrooms and restroom fixtures are fully operational, maintained and cleaned regularly, and stocked at all times with supplies ~~(~~, including toilet paper, soap, and paper towels or functional hand dryers~~)~~, in accordance with Education Code 35292.5~~.~~

    The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom ~~for~~due to a documented student safety concern, an immediate threat to student safety, or the need to repair the facility.

CSBA NOTE: Pursuant to Education Code 35292.6, as ~~added~~amended by AB ~~367~~230 (Ch. ~~664~~421, Statutes of ~~2021), before the start of the 2022-23 school year, a school that serves any of grades 6-12 is required~~2023), the requirement to stock the school's restrooms with free menstrual products for use in connection with the menstrual cycle, and to post a notice as described below~~.~~, has been expanded to include schools that serve students in grades 3-12. See the accompanying exhibit for a sample notice. The following paragraph should be revised to reflect the grade levels served by the district.

~~addition~~ Additionally, any school serving students in any of grades ~~6~~3-12 shall, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. The district shall post in a prominent and conspicuous location in every restroom required to stock menstrual products a notice regarding this requirement that includes an email address and telephone number for a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6)

CSBA NOTE: Beginning July 1, 2026, Education Code 35292.5, as amended by SB 760, requires each school to provide and maintain at least one all-gender restroom for student use, as described below. The district is required to ensure that an employee is designated as a point of contact to implement these requirements for each school, and that a notice regarding the requirements be posted in a prominent and conspicuous location outside the all-gender restroom, including contact information for the designated point of contact. The California Department of Education is required to post on its website guidance for implementation of the requirements specified in Education Code 35292.5, including examples of signage and best practices.

In addition, starting July 1, 2026, any school that has more than one female and more than one male restroom designated exclusively for student use shall provide and maintain at least one all-gender restroom for student use. The district shall use signage that identifies the bathroom facility as being open to all genders and is in accordance with 24 CCR 11B-703; ensure that it is available for use consistent with the requirements specified above and is unlocked, unobstructed, easily accessible by any student, and consistent with existing access to sex-segregated restrooms; stock the bathroom facility with menstrual products in accordance with Education Code 35292.6, as specified above; and, ensure that the bathroom facility is available during school hours and school functions when students are present. The district shall post in a prominent and conspicuous location outside at least one all-gender restroom a notice regarding these requirements that includes contact information for the staff member designated as the point of contact responsible for implementing such requirements.

14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly~~.~~

15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building

16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or

clogged storm drain inlets.

17. Playground/School Grounds: Playground equipment (, including exterior fixtures, seating, tables, and equipment), and school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.

18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti.

___Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

CSBA NOTE: Although the FIT does not specifically require districts to test for the presence of lead in drinking water, soil, or painted surfaces, such testing is recommended by the U.S. Environmental Protection Agency due to the health risks posed by lead exposure, especially for young children. Schools and child care facilities that maintain their own public water systems must test for lead pursuant to the Safe Drinking Water Act (42 USC 300f-300j-27).), and licensed day care centers located in buildings that were constructed before January 1, 2010 are required to test for lead pursuant to Health and Safety Code 1597.16. See AR 3514 - Environmental Safety for further information about lead testing and abatement in schools.

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

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

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

CSBA NOTE: Education Code 35186 provides that the Williams uniform complaint procedures should be used for any complaint alleging a school facility condition that poses an emergency or urgent threat, as defined in Education Code 17592.72, or any complaint that a school restroom is not clean, maintained, or kept open, as defined in Education Code 35292.5. See E/; see AR/E(1)/E(2) 1312.4 - Williams Uniform Complaint Procedures.

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

CSBA NOTE: Education Code 1240 requires the County Superintendent of Schools to visit low-performing schools to determine (1) the status of any facility condition that may create an emergency or urgent threat to the health or safety of students or staff and (2) the accuracy of data reported on the school accountability report card with respect to the safety, cleanliness, and adequacy of school facilities. Education Code 1240 requires that the County Superintendent

provide a quarterly report to the Governing Board on the results of any county office of education (COE) visit. Education Code 1240 provides that, if the County Superintendent determines that a facility condition poses an emergency or urgent threat, or is not in good repair, the County Superintendent may return to the school to verify repairs and/or prepare a report that identifies areas of noncompliance if the district has not provided evidence that the repairs will be made within 30 days or, for major repairs, in a timely manner. The County Superintendent may then present the report to the Board at a public meeting and post the report on the COE's ~~web site~~website.

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

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
2 CCR 1859.300-1859.330	Emergency Repair Program
24 CCR 11B-703	Signage for all gender restrooms
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17565-17591	Property maintenance and control; duties of governing board
Ed. Code 17592.72	~~Urgent or emergency repairs;~~ School Facility Emergency Repair Account; urgent or emergency repairs
Ed. Code 33126	School accountability report card
Ed. Code 35186	Complaints ~~regarding~~related to instructional materials, teacher vacancy or misassignment, and facility conditions that pose emergency or urgent threat
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Health and Safety Code 1597.16	Licensed day care centers; testing for lead in water

Federal	Description
20 USC 6314	Schoolwide programs
42 USC 300f-300j-27	Safe Drinking Water Act

Management Resources	Description

State Allocation Board, Public School Construction Publication	Facility Inspection Tool: School Facility Conditions Evaluation (https://www.dgs.ca.gov/-/media/Divisions/OPSC/Forms/Facility-Inspection-Tool---SAB-Approved-04-27-2022.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	State Allocation Board, Office of Public School Construction
Website	California Department of Education~~, Williams Case~~ (https://www.cde.ca.gov/)
Website	Coalition for Adequate School Housing
Website	California County Superintendents
Website	CSBA

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1330.1	Joint Use Agreements
3000	Concepts And Roles
3311	Bids
3311	Bids
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program

5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6117	Year-Round Schedules
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
9000	Role Of The Board

Exhibit 3517-E(1): Facilities Inspection **Status:** ADOPTED

Original Adopted Date: 11/10/2022 **| Last Reviewed Date:** 11/10/2022

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

a. On or before the start of the 2022–23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.

c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

d. For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.

e. This section shall become operative on July 1, 2022.

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

_____
(name and/or title/position)

_____
(telephone number)

_____
(email address)

Policy 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 References	Description
2 CCR 1859.300-1859.330	Emergency Repair Program
24 CCR 11B-703	Signage for all gender restrooms
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17565-17591	Property maintenance and control; duties of governing board
Ed. Code 17592.72	School Facility Emergency Repair Account; urgent or emergency repairs
Ed. Code 33126	School accountability report card

State References	Description
Ed. Code 35186	Complaints related to instructional materials, teacher vacancy or misassignment, and facility conditions that pose emergency or urgent threat
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Health and Safety Code 1597.16	Licensed day care centers; testing for lead in water

Federal References	Description
20 USC 6314	Schoolwide programs
42 USC 300f-300j-27	Safe Drinking Water Act

Management Resources References	Description
State Allocation Board, Public School Construction	Facility Inspection Tool: School Facility Conditions Evaluation
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Williams Case
Website	State Allocation Board, Office of Public School Construction
Website	Coalition for Adequate School Housing
Website	California County Superintendents
Website	CSBA

Cross References	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
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3311	Bids
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

Cross References	Description
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
9000	Role Of The Board

Exhibit 3517-E(1): Facilities Inspection

Status: ADOPTED

Original Adopted Date: 06/01/2022 **| Last Revised Date:** 09/01/2024 **|Last Reviewed Date:** ~~06~~09/01/2022~~2024~~

CSBA NOTE: Education Code 35292.6 requires that the following notice be posted in a prominent and conspicuous location in each restroom where menstrual products are required to be stocked.

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

CSBA NOTE: Pursuant to Education Code 35292.6, as amended by AB 230 (Ch. 421, Statutes of 2023), the requirement to stock the school's restrooms with free menstrual products for use in connection with the menstrual cycle has been expanded to include schools that serve students in grades 3-12.

a. On or before the start of the ~~2022–23~~2024-25 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades ~~6~~3 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom~~.~~

b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils~~.~~

c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section~~.~~.

This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

d. For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle~~.~~

e. This section shall become operative on July 1, ~~2022.~~2024

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

Jose Iniguez, Ed.D., Assistant Superintendent of Administrative Leadership, School Support and Safety
(name and/or title/position)

(619) 428-4476 Ext. 3065
(telephone number)

Jose.Iniguez@sysdschools.org
(email address)

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Ed. Code 17592.72	~~Urgent or emergency repairs;~~ School Facility Emergency Repair Account; urgent or emergency repairs
Ed. Code 33126	School accountability ~~report~~ card
Ed. Code 35186	Complaints ~~regarding~~ related to instructional materials, teacher vacancy or misassignment, and facility conditions that pose emergency or urgent threat
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Health and Safety Code 1597.16	Licensed day care centers; testing for lead in water

Federal	**Description**
20 USC 6314	Schoolwide programs
42 USC 300f-300j-27	Safe Drinking Water Act

Management Resources	**Description**

State Allocation Board, Public School Construction Publication	Facility Inspection Tool: School Facility Conditions Evaluation (https://www.dgs.ca.gov/-/media/Divisions/OPSC/Forms/Facility-Inspection-Tool---SAB-Approved-04-27-2022.pdf)

Website	CSBA District and County Office of Education Legal Services
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Website	California Department of Education, ~~Williams Case~~ (https://www.cde.ca.gov/)
Website	Coalition for Adequate School Housing
Website	California County Superintendents
Website	CSBA

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3511.1	Integrated Waste Management
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3514	Environmental Safety
3514.2	Integrated Pest Management
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
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3550	Food Service/Child Nutrition Program
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6117	Year-Round Schedules

7110	Facilities Master Plan
7111	Evaluating Existing Buildings
9000	Role Of The Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 17, 2024

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

FROM:
Efrain Burciaga,
Director, Human Resources

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS – 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.

Below is the list of revised Board Policies (BP), Administrative Regulations (AR), and Exhibits (E):

- Board Policy 4030 - Nondiscrimination in Employment
- Administrative Regulation 4030 - Nondiscrimination in Employment
- Board Policy 4033 - Lactation Accommodation
- Board Policy 4040 - Employee Use of Technology
- Exhibit(1) 4040 - Employee Use of Technology
- Board Policy 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment
- Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment
- Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
- Exhibit(1) 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
- Board Policy 4112.9/4212.9/4312.9 - Employee Notifications
- Exhibit (1) 4112.9/4212.9/4312.9 - Employee Notifications
- Board Policy 4121 - Temporary/Substitute Personnel
- Administrative Regulation 4121 - Temporary/Substitute Personnel
- Board Policy 4127/4227/4327 - Temporary Athletic Team Coaches
- Administrative Regulation 4127/4227/4327 - Temporary Athletic Team Coaches
- Board Policy 4161/4261/4361 - Leaves
- Administrative Regulation 4161/4261/4361 - Leaves
- Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave
- Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves
- Administrative Regulation 4261.1 - Personal Illness/Injury Leave

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies, Administrative Regulations and Exhibits – 4000 series: Board Policy 4030 - Nondiscrimination in Employment, Administrative Regulation 4030 - Nondiscrimination in Employment, Board Policy 4033 - Lactation Accommodation, Board Policy 4040 - Employee Use of Technology, Exhibit(1) 4040 - Employee Use of Technology, Board Policy 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment, Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment, Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, Exhibit(1) 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, Board Policy 4112.9/4212.9/4312.9 - Employee Notifications, Exhibit (1) 4112.9/4212.9/4312.9 - Employee Notifications,

Board Policy 4121 - Temporary/Substitute Personnel, Administrative Regulation 4121 - Temporary/Substitute Personnel, Board Policy 4127/4227/4327 - Temporary Athletic Team Coaches, Administrative Regulation 4127/4227/4327 - Temporary Athletic Team Coaches, Board Policy 4161/4261/4361 - Leaves, Administrative Regulation 4161/4261/4361 - Leaves, Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave, Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves and Administrative Regulation 4261.1 - Personal Illness/Injury Leave.

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

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** ~~03~~07/01/~~2023~~2024 | **Last Reviewed Date:** ~~03~~07/01/~~2023~~2024

CSBA NOTE: The following Board policy and accompanying administrative regulation are **mandated** pursuant to 2 CCR 11023. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits districts and district employees from harassing or discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, reproductive health ~~decisionmaking~~decision-making, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression. Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serve in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.

Additionally, protections are available under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), the Pregnant Workers Fairness Act (42 USC 2000gg-2000gg-6), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

~~For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.~~

The U.S. Equal Employment Opportunity Commission's (EEOC) April 2024, "Enforcement Guidance on Harassment in the Workplace," provides for components of an effective anti-harassment policy, including that the policy (1) defines what conduct is prohibited, (2) is widely disseminated, (3) is comprehensible to employees, (4) requires supervisors to report harassment when they are aware of it, (5) offers multiple avenues for reporting harassment, enabling employees to contact someone other than their harasser, (6) clearly identifies who complaints can be made to, including contact information, and (7) explains the complaint process, including anti-retaliation and confidentiality protections.

For policy addressing sex discrimination and sex-based harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment, and for language regarding Title IX sex discrimination, including sex-based harassment, complaint procedures, see AR/E(1) 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job

applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

CSBA NOTE: 34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that discrimination on the basis of sex for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race~~,~~; color~~,~~; ancestry~~,~~; national origin~~,~~; age~~,~~; religious creed~~,~~ ; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status~~, pregnancy,~~; physical or mental disability~~,~~; medical condition~~,~~; genetic information~~,~~; veteran or military status~~,~~; sex~~,~~; sex stereotypes; sex characteristics; sexual orientation~~,~~; gender~~,~~; gender identity~~,~~; gender expression~~,~~; or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: Government Code 12940~~, as amended by SB 523 (Ch. 630, Statutes of 2022),~~ includes reproductive health ~~decisionmaking~~decision-making as a characteristic for which employment discrimination is prohibited. Pursuant to Government Code 12926(y) "reproductive health ~~decisionmaking"~~decision-making" includes a ~~person's~~person's decision to use or access a particular drug, device, product, or medical service for reproductive health.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health ~~decisionmaking~~decision-making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

CSBA NOTE: 2 CCR 11028 prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that ~~it~~such inquiry is ~~required to do so in order~~necessary to comply with federal immigration law. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel as necessary.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that ~~the district~~such inquiry is ~~required to do so in order~~necessary to comply with federal immigration law. (2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), the district may not discriminate against an employee in termination, or any term or condition of employment, or otherwise penalize a person, based on the person's use of cannabis when off the job or away from the workplace. However, Government Code 12954 does not interfere with the district's right to maintain drug-free schools or to prohibit employees from possessing, being impaired by, or using cannabis while at work. Government Code 12954 also does not preempt state or federal laws requiring applicants to be tested for controlled substances as a condition of employment or to applicants in the building and construction trades or for positions requiring a federal background investigation. Districts with questions about employee cannabis use or screening should consult CSBA's District and County Office of Education Legal Services or district

legal counsel. Also see BP 4111 – Recruitment and Selection, AR 4112.5 – Criminal Record Check, BP/AR 4118 – Dismissal/Suspension/Disciplinary Action, and BP/AR 4218 – Dismissal/Suspension/Disciplinary Action.

Unless otherwise provided for in law, the district may not discriminate against an employee, including an applicant for employment, in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

CSBA NOTE: The following items illustrate unlawful discriminatory practices as specified in Government Code 12940.

Labor Code 1197.5 prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception. Labor Code 1197.5, as amended by SB 497 (Ch. 612, Statutes of 2023), creates a rebuttable presumption in favor of the employee's claim if a district retaliates against an employee within 90 days of the specified protected activity.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. ~~In Kennedy v. Bremerton School District, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. The Court held that since the prayer occurred during a break, a period when employees would ordinarily be free to engage in personal activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to offer a private, personal prayer.~~

In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district could not discipline an employee for non-coercive religious conduct while the employee was acting as a private citizen. Also see BP 4118 - Dismissal/Suspension/Disciplinary Action, 4218 – Dismissal/Suspension/Disciplinary Action, and BP 4119.1/4219.1/4319.1 - Civil and Legal Rights.

In *Groff v. DeJoy*, the U.S. Supreme Court held that Title VII's protections against religious discrimination require an employer who denies an employee's religious accommodation to show

that the burden of granting the accommodation would result in substantial increased costs in relation to the conduct of its particular business.

EEOC's April 2024, "Enforcement Guidance on Harassment in the Workplace," notes that while Title VII requires districts to accommodate an employee's sincerely held religious belief, districts are also responsible for protecting employees against unlawful harassment, including harassment motivated by religion. EEOC's guidance suggests that in order to address the dual obligations under Title VII, a district should accommodate an employee's sincerely held religious practice, unless doing so would create a hostile work environment.

In May 2023, the U.S. Department of Education issued, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Schools," which includes the extent to which prayer in public schools is legally protected, constitutional principles that relate to religious expression in general, and requirements under federal and state laws relevant to prayer and religious expression. The guidance states that, "Nothing in the First Amendment, however, converts the public schools into religion-free zones, or requires students, teachers, or other school officials to leave their private religious expression behind at the schoolhouse door." The guidance also states that employees may pray when they are not acting in their official capacity and the prayer does not result in any coercion of students.

Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel, accordingly.

2. Taking ~~of~~ adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

CSBA NOTE: Item #4 below lists some, but not all, specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. ~~For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth, breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim.~~ As the specific prohibitions are too numerous to list in policy, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel ~~be consulted~~ when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

   ~~a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status~~

a. Sex discrimination as specified in Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment

b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

~~CSBA NOTE: Government 12940, as amended by SB 523, makes it unlawful for an employer to require disclosure of information relating to an applicant's or employee's reproductive health decisionmaking.~~

e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health ~~decisionmaking~~decision-making

CSBA NOTE: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation for a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, as provided below.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12964.5, the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

Pursuant to Government Code 12964.5, the above prohibition applies not only to claims or complaints of ~~sexual~~sex-based harassment or sexual assault, but to those involving harassment or discrimination based on any protected characteristic and to other unlawful employment practices under FEHA.

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

CSBA NOTE: Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in the accompanying administrative regulation, it is unclear whether districts would additionally be required to follow the procedures specified in the accompanying administrative regulation. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing such a complaint process for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

CSBA NOTE: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 provides that a district may be responsible for harassment of employees by nonemployees when the district knows or should have known of the conduct and failed to take immediate and corrective action, taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees. See also BP/AR 4119.11/4219.11/4319.11 - ~~Sexual~~– Sex Discrimination and Sex-Based Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with nondiscrimination laws.

The following paragraph should be revised to reflect the district's timeline.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator ~~as soon as practical after the incident.~~within one workday. All other employees ~~are encouraged to~~shall report such incidents to their supervisor ~~immediately.~~or designated district coordinator within one workday.

CSBA NOTE: Government Code 12940 and 2 CCR 11023 require districts to take all reasonable steps to prevent prohibited discrimination and harassment, including, but not limited to, dissemination of the district's policy on the prevention of harassment, discrimination, and retaliation. Government Code 12950 and 2 CCR 11049 require districts to post, in prominent and accessible locations on district premises, posters developed by the California Civil Rights Department (CRD), formerly the Department of Fair Employment and Housing (DFEH), which are available on CRD's ~~web site~~website. In addition, Executive Order 11246 requires contractors and subcontractors who hold a single federal contract or subcontract in excess of $10,000, or who hold contracts or subcontracts with the federal government in any 12-month period that have a total value of more than $10,000, to display ~~the U.S. Equal Employment Opportunity Commission~~EEOC's "Know Your Rights: Workplace Discrimination is Illegal" poster in conspicuous places available to employees and applicants for employment and representatives of each labor union with which the covered contractor or subcontractor has a collective bargaining agreement.

EEOC's April 2024, "Enforcement Guidance on Harassment in the Workplace," provides for components of effective training, including that it (1) explains the district's anti-harassment policy, complaint process, and confidentiality and anti-retaliation protections, (2) describes and provides examples of prohibited conduct under the policy, (3) provides information about employees' rights if they experience, observe, become aware of, or report prohibited conduct, (4) provides supervisors with information about how to prevent, identify, stop, report, and correct harassment, with clear instructions for addressing and reporting harassment, (5) is tailored to the workplace and workforce, (6) is provided on a regular basis to all employees, and (7) is provided in a clear and easily understood format.

For further information on prevention strategies, including posting requirements, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

CSBA NOTE: Government Code 12946 makes it an unlawful employment practice for a district to fail to maintain certain records and files for employees, applicants, and terminated employees, as provided in the following paragraph.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-~~12952~~12954	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Labor Code 79-107	Division of Labor Standards Enforcement
Labor Code 1030-1034	Lactation accommodation
Labor Code 1197.5	Wages, hours and working conditions
Pen. Code 422.56	Definitions; hate crimes

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act

29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.~~8~~1-106.82	~~Designation of coordinator; dissemination of policy, and adoption of grievance procedures~~Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	~~"Know Your Rights: Workplace Discrimination is Illegal" poster~~Equal Employment Opportunity (https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended)
U.S. Constitution, First Amendment	~~Amendment 1;~~ Free exercise, free speech, and establishment clauses

Management Resources	**Description**
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave, January 2023 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2023/01/CFRA-and-Pregnancy-Leave_ENG.pdf)
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Civil Rights Department Publication	~~Transgender Rights in the Workplace~~The Rights of Employees Who Are Transgender or Gender Nonconforming: Fact Sheet, November 2022 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2022/11/The-Rights-of-Employees-who-are-Transgender-or-Gender-Nonconforming-Fact-Sheet_ENG.pdf)
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers, 2017 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2017/06/DFEH-Workplace-Harassment-Guide-1.pdf)

CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee, January 2023 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2023/01/Your-Rights-and-Obligations-as-a-Pregnant-Employee_ENG.pdf)
CA Civil Rights Department Publication	Sexual Harassment, January 2023 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2022/12/Sexual-Harassment-Poster_ENG.pdf)
Court Decision	Groff v. DeJoy (2023) 600 U.S. 447
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount (2002) 102 Cal.App. 4th 837
Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170
Court Decision	Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775
Court Decision	Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742
U.S. DOE ~~Office for Civil Rights~~ Publication	~~Notice of Non-Discrimination, August 2010~~Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023 (https://www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html)
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, ~~October 2022~~June 2023 (https://www.eeoc.gov/poster)
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance~~: Vicarious Employer Liability for Unlawful~~ on Harassment ~~by Supervisors, June 1999~~in the Workplace, April 2024 (https://www.eeoc.gov/laws/guidance/enforcement-guidance-harassment-workplace)
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual (https://www.eeoc.gov/guidance-subject-area)
Website	Equal Employment Opportunity Commission (https://www.eeoc.gov/)
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program

Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department
Website	California Department of Industrial Relations (https://www.dir.ca.gov/)
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
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
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation

4033	Lactation Accommodation
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.5	Criminal Record Check
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4119.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4119.12	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12-E(1)	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits

4161.5	Military Leave
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4212.4	Health Examinations
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4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4219.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4219.12	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
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4354	Health And Welfare Benefits
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4361.8	Family Care And Medical Leave
9000	Role Of The Board

9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** 07/01/2020~~2020~~2024 | **Last Reviewed Date:** 07/01/~~2020~~2024

CSBA NOTE: Pursuant to 2 CCR 11023, districts are **mandated** to adopt rules and regulations to ensure that district programs and activities are free from unlawful discriminatory practices. Pursuant to Government Code 12940, protections against discrimination apply to employees, job applicants, persons who serve in unpaid internship or other limited-duration programs to gain unpaid work experience, volunteers, and independent contractors.

Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in the accompanying administrative regulation, it is unclear whether districts would additionally be required to follow the procedures specified in the accompanying administrative regulation. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing such a complaint process for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

CSBA NOTE: Many nondiscrimination laws and regulations require identification of an employee who is responsible for compliance with the nondiscrimination laws. For example, pursuant to 34 CFR 104.7, 106.8, and 110.25, the district is required to designate the person(s) responsible for the overall implementation of the requirements of federal laws which prohibit discrimination on the basis of disability, sex, and age, i.e., Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), and the Age Discrimination in Employment Act (29 USC 621-634). The district should fill in the blanks below to designate the responsible employee and contact information.

34 CFR 106.8 requires the district to designate at least one district employee to coordinate its

responsibilities under Title IX, who must be referred to as the Title IX Coordinator. ~~The~~If the district has more than one Title IX Coordinator ~~may~~ , it must designate one of its Title IX Coordinators to retain ultimate oversight over those responsibilities and ensure the district's consistent compliance with its responsibilities under Title IX. It is recommended that the Title IX Coordinator be the same person designated below~~, or~~ and, if the district ~~may designate~~wishes to separate ~~employees to serve~~out these ~~functions. See~~ responsibilities, for one individual to designate designees and maintain oversight; see AR 4119.11/4219.11/4319.11 ~~- Sexual~~ – Sex Discrimination and Sex-Based Harassment. ~~The Title IX Coordinator is responsible for receiving complaints of sexual harassment and determining whether they should be handled in accordance with the procedures specified in this administrative regulation or in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures; see section on "Complaint Procedure" below.~~

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Director of Human Resources

position title

4350 Otay Mesa Road, San Ysidro, CA 92173

address

(619) 428-4476 Ext. 3012

telephone number

Efrain.Burciaga@sysdschools.org

email

Measures to Prevent Discrimination

CSBA NOTE: Pursuant to Government Code 12940 and 2 CCR 11023, the district is required to take all reasonable steps to prevent unlawful discrimination and harassment. 2 CCR 11023 specifies certain requirements to be included in the district's policy.

The following section reflects the requirements of 2 CCR 11023 and other applicable laws or regulations, as indicated.

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

CSBA NOTE: Pursuant to Government Code 12950 and 2 CCR 11049, districts are required to post the California Civil Rights Department (CRD), formerly the Department of Fair Employment and Housing (DFEH), posters, "California Law Prohibits Workplace Discrimination and Harassment," "Sexual Harassment," "The Rights of Employees Who Are Transgender or Gender Nonconforming," "Your Rights and Obligations as a Pregnant Employee," and "Family Care and Medical Leave and Pregnancy Disability Leave," as provided in Item #1. CRD rules require that

these materials be posted electronically and in every location where the district has employees (e.g., district office, hiring office, each school site). These posters and the rules for posting are available on CRD's ~~web site~~ website. Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

In addition, Executive Order 11246 requires contractors and subcontractors who hold a single federal contract or subcontract in excess of $10,000, or who hold contracts or subcontracts with the federal government in any 12-month period that have a total value of more than $10,000, to display the U.S. Equal Employment Opportunity Commission (EEOC) "Know Your Rights: Workplace Discrimination is Illegal" poster in conspicuous places available to employees and applicants for employment and representatives of each labor union with which the covered contractor or subcontractor has a collective bargaining agreement. The poster and rules for posting are available on EEOC's ~~web site~~website.

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) posters on the prohibition of workplace discrimination and harassment, including sex-based harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.8)

    a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

    b. Posting them in all district schools and offices, including staff lounges and other prominent locations

    c. Posting them on the district's ~~web site~~website and providing easy access to them through district-supported social media, when available

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

    a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return

b. Sending a copy via email with an acknowledgment return form

c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session

e. Any other way that ensures employees receive and understand the policy

CSBA NOTE: Pursuant to Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, districts are required to provide a notice of nondiscrimination on the basis of sex, as specified below.

4. Post in a prominent location on the district's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)

a. The district does not discriminate on the basis of sex in any education program or activity that it operates

b. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or the U.S. Department of Education Office for Civil Rights

c. The name or title, office and email address, and telephone number of the district's Title IX Coordinator

d. How to locate the district's nondiscrimination policy and the district's grievance procedures for Title IX complaints

e. How to report conduct that may constitute sex discrimination under Title IX

f. How to make a complaint of Title IX sex discrimination

If necessary due to the format or size of any publication specified above, the district may include only the statement that the district prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the district's website.

The district shall not distribute a publication stating that the district treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

~~4.~~ 5. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources

available to employees who believe they have been the victim of any discriminatory or harassing behavior

CSBA NOTE: Optional ~~item #5~~ Item #6 below provides for training regarding the district's discrimination policy and reporting procedures. Title IX, and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires specified training related to sex discrimination for all district employees, as well as additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) the Title IX Coordinator(s) and designees. For requirements specifically pertaining to ~~sexual~~sex discrimination and sex-based harassment training, see AR 4119.11/4219.11/4319.11 ~~- Sexual~~ – Sex Discrimination and Sex-Based Harassment.

~~5.~~ 6. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made, as well as any additional training as specified in 34 CFR 106.8 related to the prohibition of Title IX sex discrimination

The district may also provide bystander intervention training to employees ~~which~~that includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

~~6.~~ 7. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
and Board Policy 4111 – Recruitment and Selection

~~7.~~ 8. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

CSBA NOTE: 2 CCR 11023 **mandates** that a district's policy include a complaint process with specified requirements. Some of the requirements of 2 CCR 11023 are similar to those required under existing case law.

~~Courts have~~*In Faragher-Ellerth v. City of Boca Raton* and *Burlington Industries, Inc v. Ellerth,* the Supreme Court held that liability may be mitigated for hostile environment employment discrimination when (1) the employer took reasonable care to prevent and promptly correct the discriminatory or harassing conduct (i.e., provided a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint).

In its ~~June 1999~~April 2024, "Enforcement Guidance~~: Vicarious Employer Liability for Unlawful~~ on Harassment ~~by Supervisors~~ in the Workplace," EEOC outlines the elements of an effective complaint ~~procedure to include (1) a clear explanation of the~~ process~~; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for~~ including (1) prompt~~, thorough,~~ and ~~impartial investigation; (5) assurance of immediate~~effective investigations and ~~appropriate~~ corrective act~~i~~on;, (2) adequate confidentiality protections, and (~~6) information about time frames for filing charges with EEOC or CRD.~~

3) adequate anti-retaliation protections. While EEOC's guidance recommends a "prompt" investigation, neither the law nor EEOC delineates a specific time frame for resolution. EEOC's guidance acknowledges that whether an investigation is considered "prompt" is fact-sensitive and may vary depending on the ~~seriousness~~nature and ~~complexity~~severity of the ~~circumstances~~alleged harassment and reasons for the delay, and that intermediate measures may be necessary to prevent further harassment during the investigation. The following section, including the listed timelines, is consistent with EEOC's guidance and should be modified to reflect district practice.

~~In lieu of using the procedures described below, complaints of sexual harassment must be addressed through the federal Title IX complaint procedures established pursuant to 34 CFR 106.44-106.45 if the alleged conduct meets the federal definition of sexual harassment. Pursuant to 34 CFR 106.30, Title IX sexual harassment includes (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. See BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.~~

~~Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.~~

~~Any other~~Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

   The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

   If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

   The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

   When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

   The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

Other Remedies

CSBA NOTE: Items #1-3 below state the time limits within which complaints must be filed.

~~EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about timeframes for filing charges of unlawful discrimination or harassment with EEOC or CRD.~~
Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the district's complaint investigation. Pursuant to CRD procedures, CRD will automatically forward any complaint it has accepted for investigation to EEOC when the matter falls within EEOC's jurisdiction.

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either CRD or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

CSBA NOTE: Pursuant to Government Code 12960, a complaint alleging employment discrimination pursuant to Government Code 12940-12952 must be filed with CRD within three years of the alleged discriminatory act(s). That period may be extended under certain circumstances. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if any questions arise.

1. For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

CSBA NOTE: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with EEOC within 180 days of the alleged discriminatory act. Pursuant to 42 USC 2000e-5, the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. For filing a complaint with EEOC after first filing a complaint with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by CRD, whichever is earlier (42 USC 2000e-5)

CSBA NOTE: Additional remedies may be available for violation of the PUMP Act (29 USC 218d) under the Fair Labor Standards Act, the Pregnant Workers Fairness Act (42 USC 2000gg-2), and state law pursuant to Labor Code 1030-1034 and Government Code 12925-12954. See BP 4033 – Lactation Accommodation.

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952 12954	Unlawful employment practices

Gov. Code 12960-12976	Unlawful employment practices; complaints
Labor Code 79-107	Division of Labor Standards Enforcement
Labor Code 1030-1034	Lactation accommodation
Labor Code 1197.5	Wages, hours and working conditions
Pen. Code 422.56	Definitions; hate crimes

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.~~8~~1-106.82	~~Designation of coordinator; dissemination of policy, and adoption of grievance procedures~~Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	~~"Know Your Rights: Workplace Discrimination is Illegal" poster~~Equal Employment Opportunity

	(https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended)
U.S. Constitution, First Amendment	~~Amendment 1;~~ Free exercise, free speech, and establishment clauses
Management Resources	**Description**
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave, January 2023 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2023/01/CFRA-and-Pregnancy-Leave_ENG.pdf)
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Civil Rights Department Publication	~~Transgender Rights in the Workplace~~The Rights of Employees Who Are Transgender or Gender Nonconforming: Fact Sheet, November 2022 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2022/11/The-Rights-of-Employees-who-are-Transgender-or-Gender-Nonconforming-Fact-Sheet_ENG.pdf)
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers, 2017 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2017/06/DFEH-Workplace-Harassment-Guide-1.pdf)
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee, January 2023 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2023/01/Your-Rights-and-Obligations-as-a-Pregnant-Employee_ENG.pdf)
CA Civil Rights Department Publication	Sexual Harassment, January 2023 (https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2022/12/Sexual-Harassment-Poster_ENG.pdf)
Court Decision	Groff v. DeJoy (2023) 600 U.S. 447
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount (2002) 102 Cal.App. 4th 837
Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170
Court Decision	Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775
Court Decision	Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742

U.S. DOE ~~Office for Civil Rights~~ Publication	~~Notice of Non-Discrimination, August 2010~~Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023 (https://www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html)
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, ~~October 2022~~June 2023 (https://www.eeoc.gov/poster)
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance~~: Vicarious Employer Liability for Unlawful~~ on Harassment ~~by Supervisors, June 1999~~in the Workplace, April 2024 (https://www.eeoc.gov/laws/guidance/enforcement-guidance-harassment-workplace)
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual (https://www.eeoc.gov/guidance-subject-area)
Website	Equal Employment Opportunity Commission (https://www.eeoc.gov/)
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department
Website	California Department of Industrial Relations (https://www.dir.ca.gov/)
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

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1113	District And School Websites
1113-E(1)	District And School Websites
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4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
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4219.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
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4344	Complaints
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4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321	Closed Session

9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4033: Lactation Accommodation

Status: ADOPTED

Original Adopted Date: 07/01/2011 | **Last Revised Date:** ~~12~~07/01/~~2019~~2024 | **Last Reviewed Date:** ~~12~~07/01/~~2019~~2024

CSBA NOTE: Pursuant to Labor Code 1034, ~~as added by SB 142 (Ch. 720, Statutes of 2019),~~ districts are **mandated** to develop policy regarding lactation accommodation with specified components, as provided below.

Both federal and state law require that employees be provided reasonable break time and an appropriate location to accommodate their desire to express breast milk for their infant children. Title IX (20 USC 1681-1688), and its implementing regulation 34 CFR 106.57, as amended by 89 Fed. Reg. 33474, require districts to provide reasonable break time for employees to express breast milk or breastfeed, and to ensure that employees have access to a lactation space, as specified. Additionally, the Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act (29 USC ~~207~~218d) requires employers to provide reasonable break time for nursing employees~~, but applies only to employees who are not exempt from the overtime pay requirements of~~ to express breast milk for one year after the ~~Fair Labor Standards Act (FLSA).~~child's birth, and to ensure that employees have access to a lactation space, as specified. In addition, the Pregnant Workers Fairness Act (PWFA) (42 USC 2000gg-2000gg-6) requires employers to provide reasonable accommodation to employees due to pregnancy, childbirth, or related medical conditions, including lactation. State law (Labor Code 1030-1034~~)~~; Government Code 12925-12954) also applies to all district employees. Where provisions of the ~~two~~ laws conflict, the statute providing greater protections for employees supersedes. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel if questions arise about the application of ~~these~~conflicting laws to a particular employee.

Government Code 12926 includes breastfeeding or medical conditions related to breastfeeding within the definition of "sex" for purposes of sex discrimination under the California Fair Employment and Housing Act. Additionally, ~~Labor Code 1033~~34 CFR 106.10, as amended by ~~SB 142,~~89 Fed. Reg. 33474, provides that "sex" for purposes of sex discrimination under Title IX includes lactation and related medical conditions or recovery. In addition, Labor Code 1033 prohibits an employer from discharging, or in any manner discriminating or retaliating against, an employee for exercising or attempting to exercise any right related to lactation accommodation. Pursuant to Labor Code 1033, violation of Labor Code 1030-1034 may result in a citation from the Labor Commissioner and/or a civil penalty.

Districts are required to prohibit retaliation when a right or privilege secured by Title IX is interfered with, including when a person reported possible sex discrimination, made a sex-discrimination complaint, or participated or refused to participate in any way in the district's Title IX process. Pursuant to 34 CFR 106.71, as amended by 89 Fed. Reg. 33474, when the district has information about conduct that reasonably may constitute retaliation under Title IX, the district is required to respond to such conduct using the procedures used for other forms of sex discrimination as specified in 34 CFR 106.44 and 106.45; see AR/E(1) 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The district should ensure consistency of this policy with provisions in the district's collective bargaining agreement, if any, related to break times or other employment issues.

The Governing Board recognizes the immediate and long-term health benefits of breastfeeding and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

CSBA NOTE: Labor Code 1034~~, as added by SB 142,~~ **mandates** that the district's policy regarding lactation accommodation include the process by which the employee is to make a lactation accommodation request and the district's obligation to respond to the request. The following paragraph should be modified to reflect the district's process.

For more information regarding workplace accommodations, see AR 4032 – Reasonable Accommodation and for temporary assignments, see BP 4113.4/4213.4/4313.4 – Temporary Modified/Light-Duty Assignment.

An employee shall notify the employee's supervisor or other appropriate ~~personnel~~district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

CSBA NOTE: Pursuant to Labor Code 1032, all districts are required to grant lactation accommodation except when granting the accommodation would "seriously disrupt" district operations. "Serious disruption" is not defined in the law.

Additionally, the PUMP Act (29 USC 218d) and Labor Code 1031~~, as amended by SB 142, provides~~ provide an exception for districts with fewer than 50 employees when lactation accommodation would result in "undue hardship" based on significant difficulty or expense in relation to the size, financial resources, nature, or structure of the district. ~~When such~~In addition, the PWFA (42 USC 2000gg-1) applies to districts with 15 or more employees, but provides an exception for accommodations that would impose an "undue hardship." When a district is able to demonstrate undue hardship, Labor Code 1031 only requires that reasonable efforts be made to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express breast milk in private. Pursuant to Labor Code 1031, the provided room or location may not be a toilet stall.

Regardless of the size of the district, the determination of serious disruption or undue hardship should be made on a case-by-case basis and only in limited, stringent circumstances. The burden of demonstrating why accommodation could not be made, even if on a temporary basis or for less time than requested, would likely fall to the district.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC ~~207~~218d, 42 USC 2000gg-1)

CSBA NOTE: Labor Code 1034~~, as added by SB 142,~~ **mandates** that the district's policy include a statement that the district provide a written response to an employee if the district is unable to comply with the break time or location requirements.

34 CFR 106.57, as amended by 89 Fed. Reg. 33474, requires the district to provide "reasonable" break time for an employee to express breast milk or breastfeed, but does have any qualification related to the requirement to provide a lactation space. Additionally, it would be unlikely that a district would have a valid reason to deny a lactation accommodation pursuant to the PWFA. Thus, districts should proceed with caution before denying a lactation accommodation, and consult CSBA's District and County Office of Education Legal Services or district legal counsel as necessary.

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

CSBA NOTE: Labor Code 1034~~, as added by SB 142,~~ **mandates** that the district's policy regarding lactation accommodation be distributed to employees as provided in the following paragraph.

Additionally, pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, the district's policy regarding the prohibition of sex discrimination, which includes lactation and related conditions, is required to be published, and the district's notice of nondiscrimination on the basis of sex is required to be posted on the district's website and appear in each handbook, catalog, announcement, bulletin, and application that the district makes available to employees and applicants for employment.

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute ~~the~~this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

CSBA NOTE: Although the PUMP Act (29 USC ~~207~~218d) limits the length of time that ~~a classified~~an employee is entitled to lactation accommodation to one year after the birth of the child, Labor Code 1030 ~~does~~and the PWFA (42 USC 2000gg-1) do not set a specific limit on the infant child's age and therefore provides greater benefits to employees.

Additionally, 34 CFR 106.57, as amended by 89 Fed. Reg. 33474, which requires districts to provide reasonable break time for an employee to express breast milk or breastfeed, does not specify a duration of time from birth of the child.

The district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1; 34 CFR 106.57)

CSBA NOTE: Labor Code 1030 and the PUMP Act (29 USC ~~207~~218d) do not require the district to compensate non-exempt employees for breaks taken for the purpose of expressing breast milk. However, an employee who uses break time already provided by the district as paid time must be compensated for that break time in the same manner as any other employee. Any additional time beyond the authorized paid break time could be uncompensated, provided the employee is completely relieved from duty during that time. If the district instead chooses to provide compensation for such additional break time, it should modify the following paragraph accordingly. The district also may provide flexible scheduling for those employees who choose to work extra time to make up for any uncompensated break time beyond the authorized break time.

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC ~~207~~218d)

CSBA NOTE: Labor Code 1031~~, as amended by SB 142,~~ requires the district to provide an employee with the use of a room or location, other than a bathroom, to express breast milk in private. This may include the place where the employee normally works if the location otherwise meets legal requirements, as specified below. Labor Code 1031 authorizes the district to designate a temporary location to express breast milk if the district is unable to provide a permanent location due to operational, financial, or space limitation, as long as the space is in close proximity to the employee's work area, shielded from view, free from intrusion while breast milk is being expressed, and is otherwise compliant with law.

Additionally, the PUMP Act (29 USC 218d) and Title IX (34 CR 106.57, as amended by 89 Fed. Reg. 33474) require the district to ensure that an employee can access a lactation space, other than a bathroom, that is clean, shielded from view, and free from intrusion from others.

The employee shall be provided a lactation space which may be used by the ~~use of~~employee for expressing breast milk or breastfeeding as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area~~. The room or location provided~~, and shall meet the following requirements: (Labor Code 1031; 29 USC ~~207~~218d; 34 CFR 106.57)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

~~CSBA NOTE: The following paragraph is mandated pursuant to Labor Code 1034, as added by SB 142.~~CSBA NOTE: Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 - Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 - Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County of Office Education Legal Services or district legal counsel prior to utilizing such a complaint process for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additional remedies may be available for violation of the PUMP Act (29 USC 218d) under the Fair Labor Standards Act, the PWFA (42 USC 2000gg-2), and state law pursuant to Labor Code 1030-1034 and Government Code 12925-12954.

~~An~~Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

CSBA NOTE: The following paragraph is **mandated** pursuant to Labor Code 1034.

In addition, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

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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
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
Civ. Code 43.3	Right of mothers to breastfeed in any public or private location
Ed. Code 200-262.4	Prohibition of discrimination
~~Gov. Code 12926~~	~~Definitions~~

Gov. Code ~~12940~~12925-12954	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Lab. Code 1030-1034	Lactation ~~Accomidation~~Accommodation
Lab. Code 6382	Procedure for listing hazardous substances

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 USC 218c	Fair Labor Standards Act; protections for employees
29 USC ~~207~~218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX

Management Resources	**Description**
CA Department of Industrial Relations Publication	Rest Periods/Lactation Accommodation, Frequently Asked Questions (https://www.dir.ca.gov/dlse/faq_restperiods.htm)
California Department of Public Health Publication	Lactation Accommodation for Employers (https://www.cdph.ca.gov/Programs/CFH/DMCAH/Breastfeeding/Pages/Lactation-Accommodation-for-Employers.aspx)
~~CDC Publication~~	~~Lactation Support Program Toolkit~~
~~Fair Employment and Housing Commission~~California Civil Rights Department Decision	Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
Federal Register	Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 78, No. 244, pages 80073-~~70079~~80079 (https://www.federalregister.gov/documents/2010/12/21/2010-31959/reasonable-break-time-for-nursing-mothers#:~:text=Employers%20are%20required%20to%20provide,207(r)(2).)
U.S. Department of Health ~~Resources &~~& Human Services ~~Admin~~, Office on Women's Health Publication	The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008 (https://www.womenshealth.gov/breastfeeding/breastfeeding

	-home-work-and-public/breastfeeding-and-going-back-work/business-case)
Office of the Surgeon General Publication	The Surgeon General's Call to Action to Support Breastfeeding, 2011 (https://www.cdc.gov/breastfeeding/php/resources/surgeon-generals-call-to-action.html?CDC_AAref_Val=https://www.cdc.gov/breastfeeding/resources/calltoaction.htm)
U.S. DoL, Wage and Hour Div., Publication	Education FAQs (https://www.dol.gov/sites/dolgov/files/WHD/flsa/PUMP-education-faq.pdf)
U.S. DoL, Wage and Hour Div., Publication	Frequently Asked Questions~~- Break Time for Nursing Mothers~~ - Pumping Breast Milk at Work (https://www.dol.gov/agencies/whd/nursing-mothers/faq)
U.S. DoL, Wage and Hour Div., Publication	Fact Sheet #73: ~~Break Time~~FLSA Protections for ~~Nursing Mothers under the FLSA~~Employees to Pump Breast Milk at Work, rev. ~~April 2018~~January 2023 (https://www.dol.gov/agencies/whd/fact-sheets/73-flsa-break-time-nursing-mothers)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations, Division of Labor and Standards Enforcement
Website	California Department of Public Health
Website	California Women, Infants and Children Program
Website	Centers for Disease Control and Prevention
Website	Health Resources and Services Administration
Website	Office of the Surgeon General
Website	U.S. Department of Labor, Wage and Hour Division, ~~Break Time for Nursing Mothers~~FLSA Protections to Pump at Work
Website	Equal Employment Opportunity Commission (https://www.eeoc.gov/)

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
4030	Nondiscrimination In Employment

4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4119.11	Sex Discrimination and Sex-Based Harassment
4119.11	Sex Discrimination and Sex-Based Harassment
4119.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4144	Complaints
4144	Complaints
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4219.11	Sex Discrimination and Sex-Based Harassment
4219.11	Sex Discrimination and Sex-Based Harassment
4219.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4244	Complaints
4244	Complaints
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4319.11	Sex Discrimination and Sex-Based Harassment
4319.11	Sex Discrimination and Sex-Based Harassment
4319.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4319.12-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4344	Complaints
4344	Complaints
4361.8	Family Care And Medical Leave

Policy 4040: Employee Use Of Technology

Status: ADOPTED

Original Adopted Date: 07/01/2001 | **Last Revised Date:** ~~07~~09/01/~~2015~~2024 | **Last Reviewed Date:** ~~07~~09/01/~~2015~~2024

CSBA NOTE: This policy addresses employee use of technology, including artificial intelligence (AI), and may be modified to reflect district practice. The U.S. Department of Education, Office of Educational Technology's, "Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations," provides information related to the opportunities for using AI to improve education, the challenges in doing so, and recommendations to guide further policy development. Districts are encouraged to continue to monitor the development of new technologies, including AI.

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; ~~and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.~~

~~Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.~~

~~District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices~~improving access to and exchange of information; enriching curriculum; and enhancing student learning.

District technology includes, but is not limited to, computer hardware, software, or software as a service provided or paid for by the district, whether accessed on or off site or through district-owned or personally owned equipment or devices, including tablets and laptops; computer servers, wireless access points (routers), and wireless computer networking technology (wi-fi); the Internet; email; applications (apps), including artificial intelligence (AI) apps; telephones, cellular or mobile telephones, smartphones, smart devices, and wearable technology; or any wireless communication device, including radios.

Employees shall review the prohibited and permitted uses of technology as specified in Board Policy 5131.9 – Academic Honesty, be responsible for the appropriate use of technology, and use district

technology primarily for purposes related to their employment consistent with board policies and administrative regulations.

CSBA NOTE: The following optional paragraphs address employee use of technology, particularly AI applications, are permissive as they relate to such use, and should be modified to reflect district practice.

An employee may use technology, including AI apps, to assist the employee in the performance of the employee's professional duties, including, but not limited to, the following specific tasks: developing syllabi, creating curriculum, reviewing student work, suggesting instructional strategies, and researching academic content or instructional techniques. Any employee using technology, including AI, shall review and be responsible for any final product or document; not share confidential student records with a third party, such as an AI app, except as permitted by law; use the technology in accordance with Board Policy 6162.6 – Use of Copyrighted Materials, and in a manner otherwise consistent with law, board policies, and administrative regulations. If an employee is unsure about the appropriate use of technology, the employee shall confer with the Superintendent or designee before using.

As determined by the Superintendent or designee, employees shall receive professional development in the appropriate use of these resources, including in the use of AI apps.

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. It is recommended that districts develop an "Acceptable Use Agreement" containing rules for the use of district technology, which should be signed by each employee. See the accompanying Exhibit for an example of an "Acceptable Use Agreement" for employees.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology~~.~~, including the use of AI apps. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

CSBA NOTE: The following paragraphs may be revised to reflect district practice.

To qualify for federal universal service discounts for Internet access, Internet services, or internal connections (E-rate discounts), districts are **mandated** by 47 USC 254 to adopt an Internet safety policy that includes, but is not limited to, provisions addressing access by minors to "inappropriate matter" on the Internet; see BP 6163.4 - Student Use ~~of~~Of Technology. Consistent with those requirements, the following paragraph provides that employees shall not use district technology to access inappropriate matter. "Inappropriate matter" is not defined in the law and the determination of what matter is considered inappropriate is, to an extent, a local decision to be made by the district. Penal Code 313 provides a definition of "harmful matter" as specified below. Districts that have adopted their own definition should revise the following paragraphs as appropriate.

Employees shall not use district technology to access, post, submit, publish, ~~or~~ display, or otherwise engage with harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, ~~Board~~board policy, or

administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

CSBA NOTE: 47 USC 254 **mandates** that the district's Internet safety policy for E-rate discounts include the operation and enforcement of a "technology protection measure" that protects against Internet access to visual depictions that are obscene, child pornography, or harmful to minors. Similarly, as a condition of using federal Student Support and Academic Achievement Grants (20 USC 7101-7122) for the purpose of purchasing computers with Internet access or paying for direct costs associated with Internet access, 20 USC 7131 **mandates** that districts adopt an Internet safety policy that includes the operation of a technology protection measure that protects against access to visual depictions that are obscene or child pornography. Although these requirements focus on measures designed to protect students using district technology ~~(see BP 6163.4 - Student Use of Technology),~~, they also require policy that affects Internet access by adults; see BP 6163.4 - Student Use Of Technology.

The following paragraph is for use by districts that desire to use E-rate or federal technology funding sources and may be adapted by other districts that choose to install technology protection measures

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 7131; 47 USC 254)

CSBA NOTE: Government Code 11549.3 authorizes districts, at district expense, to request the Military Department, in consultation with the California Cybersecurity Integration Center, to perform an independent security assessment of the district or individual district school. It is recommended that districts consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information, see OES' website.

The Superintendent or designee shall regularly review current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, the monitoring and response to cyberattacks, ensuring data privacy, and managing suspicious and/or threatening digital media content, in accordance with Board Policy 3580 – District Records.

CSBA NOTE: The following optional paragraphs may be revised to reflect district practice.

Although 20 USC 7131 and 47 USC 254 require districts receiving Student Support and Academic Achievement Grants or E-rate discounts to enforce the operation of technology protection

measures, the legislation clarifies that nothing in the Children's Internet Protection Act shall be construed to require the tracking of individual students' or adults' Internet use. Thus, it ~~appears to be left to the discretion~~is recommended that districts consult with CSBA's District and County Office of ~~districts as to whether they wish to track~~Education Legal Services or district legal counsel before tracking Internet use through personally identifiable web monitoring software or other means.

~~It is recommended that districts notify employees that they should have no expectation of privacy when using district equipment or technological resources.~~
In *City of Ontario v. Quon*, the U.S. Supreme Court held that a search of an employee's pager messages was reasonable because the search was motivated by a legitimate work-related purpose and was not excessive in scope. In addition, the city had adopted a policy stating that employees should have no expectation of privacy or confidentiality when using city equipment. The following paragraph, which may be modified to reflect district practice, includes a statement that employees should have no expectation of privacy when using district technology.

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any ~~equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password.~~district technology, as defined above, even when using their personal devices. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

CSBA NOTE: In *City of San Jose v. Superior Court*, the California Supreme Court held that a government employee's communications about public business are not excluded from a request under the California Public Records Act (CPRA) simply because they have been sent or received on a personal account or personal device. Thus, employees should be aware that if they use personal accounts or devices to communicate about district business, they may be required to temporarily provide the district with access to their personal accounts or devices. Alternatively, employees may search their personal communications ~~and provide~~ using reasonable effort, sign a sworn declaration ~~stating a sufficient factual basis for determining whether~~regarding the nature of their search, and provide any responsive communications ~~are district-related communications subject to the CPRA, personal nondisclosable materials, or materials otherwise exempt under the CPRA~~to the district as directed. The court observed that the CPRA requires districts to use "reasonable effort" to locate existing records in response to a public records request, but that such searches need not be extraordinary or intrusive. For further information, see CSBA's~~-~~, "Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications~~.~~."

In addition, employees shall be notified that records, including communications, maintained on any personal ~~device~~accounts or ~~messages sent or received on a personal device that is being~~devices used to conduct district business ~~may be~~are subject to disclosure~~,~~ at the district's request, and pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, ~~Board~~board policy, and administrative regulation.

CSBA NOTE: Labor Code 1139 prohibits an employer from preventing any employee from accessing the employee's mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm the person's safety.

Employees may access their mobile or other communications device if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety. (Labor Code 1139)

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State	Description
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 7920.000-7930.170	California Public Records Act
Gov. Code 11549.3	Cybersecurity
Labor Code 1139	Emergency assistance
Pen. Code 502	Computer crimes; remedies
Pen. Code 632	Eavesdropping on or recording confidential communications
Veh. Code 23123	Wireless telephones in vehicles
Veh. Code 23123.5	Mobile communication devices; text messaging while driving
Veh. Code 23125	Wireless telephones in school buses

Federal	Description
20 USC 7101-7122	Student Support and Academic Enrichment Grants
20 USC 7131	Internet Safety
47 CFR 54.520	Internet safety policy and technology protection measures; E-rate discounts

Management Resources	Description

Court Decision	City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Court Decision	City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332
California Department of Education Publication	Artificial Intelligence: Learning With AI Learning About AI (https://www.cde.ca.gov/ci/pl/documents/cdeairesourcekit.pdf)
U.S. Department of Education Publication	2024 National Education Technology Plan (https://tech.ed.gov/netp/)
Publication	Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations (https://www2.ed.gov/documents/ai-report/ai-report.pdf)
Publication	Guidelines for AI integration throughout education in the commonwealth of Virginia (https://www.education.virginia.gov/media/governorvirginiagov/secretary-of-education/pdf/AI-Education-Guidelines.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	Federal Communications Commission
Website	American Library Association
Website	California Department of Education
Website	California Governor's Office of Emergency Services (https://www.caloes.ca.gov/)
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
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)	istrict And School Websites
1114	District-Sponsored Social Media

1114	District-Sponsored Social Media
1340	Access To District Records
1340	Access To District Records
2121	Superintendent's Contract
3512	Equipment
3512-E(1)	Equipment
3516.2	Bomb Threats
3580	District Records
3580	District Records
4032	Reasonable Accommodation
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
4119.11	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4131	Staff Development
4132	Publication Or Creation Of Materials
4136	Nonschool Employment
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action

4219.1	Civil And Legal Rights
4219.11	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
4219.11	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4231	Staff Development
4232	Publication Or Creation Of Materials
4236	Nonschool Employment
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
4319.11	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4331	Staff Development
4332	Publication Or Creation Of Materials
4336	Nonschool Employment
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
5131.9	Academic Honesty
6116	Classroom Interruptions
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

Exhibit 4040-E(1): Employee Use Of Technology

Status: ADOPTED

Original Adopted Date: 07/01/2015 **| Last Revised Date:** 09/01/2024 **| Last Reviewed Date:** ~~07~~09/01/~~2015~~2024

ACCEPTABLE USE AGREEMENT
AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)

CSBA NOTE: The following Exhibit presents a sample Acceptable Use Agreement outlining obligations and responsibilities of employees using the district's technological resources. It is recommended that the district consult CSBA's District and County Office of Education Legal Services or district legal counsel in the development of such an agreement.

Districts using an Acceptable Use Agreement should require all employees who use district technology to sign the agreement as an acknowledgment that they have read and understood the contents of this agreement and Board Policy 4040 – Employee Use of Technology. As appropriate, the district may also require contractors and affiliated third parties to sign the Acceptable Use Agreement.

For a sample Acceptable Use Agreement for students, see E(1) 6163.4 - Student Use of Technology.

The San Ysidro School District authorizes district employees to use district technology ~~owned or otherwise provided by the district~~ , as ~~necessary to fulfill the requirements~~defined in Board Policy 4040 – Employee Use of ~~their position~~Technology. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable ~~Board~~board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all employees to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

However, the district shall not prevent or restrict access to an employee's mobile or other communications device(s) if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use, or misuse, of the system.

Each employee who is authorized to use district technology shall sign this ~~Acceptable Use~~ Agreement ~~as an indication~~, which indicates that ~~he/she~~the employee has read and understands ~~the agreement.~~

~~**Definitions**~~

~~*District technology* includes, but is not limited to, computers, the district's computer network including servers~~this Agreement and ~~wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.~~ Board Policy 4040 – Employee Use of Technology.

Employee Obligations and Responsibilities

Employees are expected to use district technology safely, responsibly, and primarily for work-related purposes~~.~~ and in accordance with the accompanying board policy and applicable copyright laws. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by an employee as a result of ~~his/her~~the employee's personal use of district technology.

The employee in whose name district technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

Employees are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, create, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive

2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor, including sharing confidential information or personally identifiable information with an open artificial intelligence system

3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee

4. Engage in unlawful use of district technology for political lobbying

5. Infringe on copyright, license, trademark, patent, or other intellectual property rights

6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)

7. Install unauthorized software

8. Engage in or promote unethical practices or violate any law or ~~Board~~board policy, administrative regulation, or district practice

Privacy

Since the use of district technology is intended for use in conducting district business, no employee should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, Internet searches, browsing history, use of artificial intelligence, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If an employee uses a personally owned device to access district technology or conduct district business, ~~he/she~~the employee shall abide by all applicable ~~Board~~board policies, administrative regulations, and this ~~Acceptable Use~~ Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Records

Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with ~~BP/AR~~Board Policy/Administrative Regulation 3580 - District Records, ~~BP/AR~~Board

Policy/Administrative Regulation 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

Reporting

If an employee becomes aware of any security problem (~~such as~~including, but not limited to, a cyberattack, phishing, or any compromise of the confidentiality of any login or account information)~~)~~, or misuse of district technology, ~~he/she~~the employee shall immediately report such information to the Superintendent or designee.

Consequences for Violation

Violations of the law, ~~Board~~board policy, or this ~~Acceptable Use~~ Agreement may result in revocation of an employee's access to district technology and/or discipline, up to and including termination. In addition, violations of the law, ~~Board~~board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Employee Acknowledgment

I have received, read, understand, and agree to abide by this ~~Acceptable Use~~ Agreement, ~~BP~~Board Policy 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the district ~~and~~, its personnel, and the Governing Board from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Name: _____ Position: _____
(Please print)

School/Work Site: _____

Signature: _____ Date: _____

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
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 7920.000-7930.170	California Public Records Act
Gov. Code 11549.3	Cybersecurity
Labor Code 1139	Emergency assistance
Pen. Code 502	Computer crimes; remedies
Pen. Code 632	Eavesdropping on or recording confidential communications
Veh. Code 23123	Wireless telephones in vehicles
Veh. Code 23123.5	Mobile communication devices; text messaging while driving
Veh. Code 23125	Wireless telephones in school buses

Federal	Description
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Court Decision	City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332
California Department of Education Publication	Artificial Intelligence: Learning With AI Learning About AI (https://www.cde.ca.gov/ci/pl/documents/cdeairesourcekit.pdf)
U.S. Department of Education Publication	2024 National Education Technology Plan (https://tech.ed.gov/netp/)
Publication	Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations (https://www2.ed.gov/documents/ai-report/ai-report.pdf)
Publication	Guidelines for AI integration throughout education in the commonwealth of Virginia (https://www.education.virginia.gov/media/governorvirginiagov/secretary-of-education/pdf/AI-Education-Guidelines.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	Federal Communications Commission
Website	American Library Association

Website	California Department of Education
Website	California Governor's Office of Emergency Services (https://www.caloes.ca.gov/)
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Website	U.S. Department of Education

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3512-E(1)	Equipment
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3580	District Records
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4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights

4119.11	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
4119.11	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
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4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4131	Staff Development
4132	Publication Or Creation Of Materials
4136	Nonschool Employment
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5125	Student Records
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5125.1-E(1)	Release Of Directory Information
5131.9	Academic Honesty
6116	Classroom Interruptions
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

Policy 4119.11: ~~Sexual~~Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** ~~10~~07/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

~~CSBA NOTE: Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 mandate the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

~~Sexual harassment is prohibited pursuant to~~CSBA NOTE: Sex discrimination and sex-based harassment are prohibited by Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82), as well as the California Fair Employment and Housing Act (Government Code 12900-12996).

Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 **mandate** that districts have a written policy prohibiting sex discrimination and sex-based harassment against employees. As part of this mandate, districts are also required to adopt a written policy prohibiting sex discrimination and sex-based harassment against students; see BP/AR 5145.7 – Sex Discrimination and Sex-Based Harassment and AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. **Reg.** ~~Whether~~33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint ~~of sexual harassment is addressed through federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed.~~ based on ~~30026, or procedures adopted pursuant to 2 CCR 11023 is dependent on whether~~ the alleged conduct ~~meets~~. As such a complaint may also fall within the ~~more stringent federal definition of sexual harassment or the state definition. In order to meet the applicable timelines, in some instances it may be necessary to review a~~ complaint ~~under both procedures concurrently. See the accompanying administrative regulation,~~ process as specified in AR 4030 ~~-~~– Nondiscrimination in Employment, ~~and AR~~ it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the process specified in AR 4030 – Nondiscrimination in Employment for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12~~/4219.12/4319.12 - Title IX Sexual~~ – Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to 2 CCR 11034, the district may be liable for ~~sexual~~sex-based harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code 12940, employers may also be held liable for ~~sexual~~sex-based harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. The Board prohibits ~~sexual~~sex discrimination, including sex-based harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees ~~and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.~~.

CSBA NOTE: Pursuant to Education Code 220.1, as added by AB 1955 (Ch. 95, Statutes of 2024), a district, including a Governing Board member, may not retaliate or otherwise take adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in Education Code 220.1, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

CSBA NOTE: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sex-based harassment cases. In *Department of Health Services v. Superior Court (McGinnis)*, the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in *Burlington Industries v. Ellerth* held that, for certain claims under federal law, an employer may defend against sex-based harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer. Additionally, in *Faragher v. City of Boca Raton*, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

Pursuant to Government Code 12950.1, employers with five or more employees are required to

provide sex-based harassment training to supervisory and nonsupervisory employees which includes training in regard to sex discrimination. Additionally, Title IX, and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. ~~CSBA NOTE: Government Code 12940 clarifies that sexual harassment includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions.~~33474, requires specified training related to sex discrimination, including sex-based harassment, for all district employees, as well as additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the recipient's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) Title IX Coordinators and designees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance, Government Code 12950.1, and 34 CFR 106.8, and should be modified to reflect district practice.

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.~~

~~CSBA NOTE: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in Burlington Industries v. Ellerth held that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.~~

~~Pursuant to Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), employers with five or more employees are required to provide sexual harassment training to supervisory and nonsupervisory employees. See the accompanying administrative regulation for timelines and training requirements.~~

~~Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of ~~sexual~~sex discrimination and sex-based harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's ~~sexual~~sex discrimination and sex-based harassment policy to employees and others to whom the policy may apply

CSBA NOTE: Pursuant to Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, districts are required to provide a notice of nondiscrimination on the basis of sex, as specified below. For more information about the content and publication requirements for the notice of nondiscrimination, see AR 4030 – Nondiscrimination in Employment.

3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment, and bargaining units

~~3.~~ 4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures

~~4.~~ 5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

CSBA NOTE: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance , "Promising Practices for Preventing Harassment," has been expanded to include sex discrimination, and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address sex discrimination and sex-based harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether sex discrimination and/or sex-based harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to ~~the~~ harassment policy~~,~~(ies), complaint procedures, or training~~.~~ , as appropriate and in accordance with law.

~~**Sexual Harassment**~~

Reports and Complaints

CSBA NOTE: 34 CFR 106.8, as amended by ~~85~~89 Fed. Reg. ~~30026~~33474, requires the district to designate at least one employee to coordinate its responsibilities under Title IX, who must be referred to as the Title IX Coordinator. See the accompanying administrative regulation.

~~34 CFR 106.44, as added by 85 Fed. Reg. 30026, requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not unreasonable in light of the known circumstances and in compliance with Title IX regulations. 34 CFR 106.30, as added, defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. For this~~

~~reason, the district should train all employees regarding the reporting process.~~

~~In Faragher v. City of Boca Raton, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.~~

~~District employees who feel that they have been sexually harassed in the performance of their~~ Any district ~~responsibilities or who have knowledge of any incident of sexual harassment by or against another~~ employee ~~shall immediately report the incident to their direct supervisor, a district administrator, or the district's~~who has experienced sex discrimination or sex-based harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. ~~Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall~~ (34 CFR 106.2, 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, a district is required to respond promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in its education program or activity. 34 CFR 106.44 further obligates a district to require its Title IX Coordinator to monitor the district's programs and activities for barriers to reporting information of such conduct and its employees to notify the Title IX Coordinator~~.~~ when they have such information. The following paragraph should be revised to reflect the district's timeline.

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures ~~or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.~~

CSBA NOTE: ~~The~~ Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, when the Title IX Coordinator ~~shall~~is notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, the Title IX Coordinator is required to offer and coordinate supportive measures to the complainant ~~and~~ . Thus, districts should not wait to respond until a "formal" complaint is made. If the district has begun grievance procedures or offered an informal resolution process to the respondent, the Title IX Coordinator is required to offer and coordinate supportive measures to the respondent, as appropriate.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

CSBA NOTE: In addition to district discipline imposed on employees who engage in ~~sexual~~sex-based harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

Upon investigation of a ~~sexual~~sex discrimination or sex-based harassment complaint, any district employee found to have engaged or participated in ~~sexual~~sex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit ~~sexual~~sex discrimination or sex-based harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
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State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment

Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
Lab. Code 1197.5	Wages, hours, and working conditions

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
~~34~~29 CFR ~~106.1-106.9~~1636	~~Nondiscrimination on the basis of sex in education programs or activities~~Implementation of the Pregnant Workers Fairness Act
34 CFR 106.~~51~~1-106.~~61~~82	Nondiscrimination on the basis of sex in ~~employment in~~ education ~~program~~programs or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
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U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
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Website	~~U.S. Department of Education, Office for Civil Rights~~California Department of Education

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4119.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

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4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
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4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4244	Complaints
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
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4312.9-E(1)	Employee Notifications
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5145.71	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5146	Married/Pregnant/Parenting Students

Policy 4219.11: ~~Sexual~~Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** ~~10~~07/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

~~CSBA NOTE: Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 mandate the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

~~Sexual harassment is prohibited pursuant to~~CSBA NOTE: Sex discrimination and sex-based harassment are prohibited by Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82), as well as the California Fair Employment and Housing Act (Government Code 12900-12996).

Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 **mandate** that districts have a written policy prohibiting sex discrimination and sex-based harassment against employees. As part of this mandate, districts are also required to adopt a written policy prohibiting sex discrimination and sex-based harassment against students; see BP/AR 5145.7 – Sex Discrimination and Sex-Based Harassment and AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. **Reg.** ~~Whether~~33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint ~~of sexual harassment is addressed through federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed.~~ based on ~~30026, or procedures adopted pursuant to 2 CCR 11023 is dependent on whether~~ the alleged conduct ~~meets~~. As such a complaint may also fall within the ~~more stringent federal definition of sexual harassment or the state definition. In order to meet the applicable timelines, in some instances it may be necessary to review a~~ complaint ~~under both procedures concurrently. See the accompanying administrative regulation,~~ process as specified in AR 4030 ~~-~~– Nondiscrimination in Employment, ~~and AR~~ it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the process specified in AR 4030 – Nondiscrimination in Employment for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12~~/4219.12/4319.12 - Title IX Sexual~~ – Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to 2 CCR 11034, the district may be liable for ~~sexual~~sex-based harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code 12940, employers may also be held liable for ~~sexual~~sex-based harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. The Board prohibits ~~sexual~~sex discrimination, including sex-based harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees ~~and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.~~.

CSBA NOTE: Pursuant to Education Code 220.1, as added by AB 1955 (Ch. 95, Statutes of 2024), a district, including a Governing Board member, may not retaliate or otherwise take adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in Education Code 220.1, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

CSBA NOTE: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sex-based harassment cases. In *Department of Health Services v. Superior Court (McGinnis)*, the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in *Burlington Industries v. Ellerth* held that, for certain claims under federal law, an employer may defend against sex-based harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer. Additionally, in *Faragher v. City of Boca Raton*, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

Pursuant to Government Code 12950.1, employers with five or more employees are required to

provide sex-based harassment training to supervisory and nonsupervisory employees which includes training in regard to sex discrimination. Additionally, Title IX, and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. ~~CSBA NOTE: Government Code 12940 clarifies that sexual harassment includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions.~~33474, requires specified training related to sex discrimination, including sex-based harassment, for all district employees, as well as additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the recipient's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) Title IX Coordinators and designees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance, Government Code 12950.1, and 34 CFR 106.8, and should be modified to reflect district practice.

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.~~

~~CSBA NOTE: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in Burlington Industries v. Ellerth held that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.~~

~~Pursuant to Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), employers with five or more employees are required to provide sexual harassment training to supervisory and nonsupervisory employees. See the accompanying administrative regulation for timelines and training requirements.~~

~~Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of ~~sexual~~sex discrimination and sex-based harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's ~~sexual~~sex discrimination and sex-based harassment policy to employees and others to whom the policy may apply

CSBA NOTE: Pursuant to Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, districts are required to provide a notice of nondiscrimination on the basis of sex, as specified below. For more information about the content and publication requirements for the notice of nondiscrimination, see AR 4030 – Nondiscrimination in Employment.

3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment, and bargaining units

~~3.~~ 4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures

~~4.~~ 5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

CSBA NOTE: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance , "Promising Practices for Preventing Harassment," has been expanded to include sex discrimination, and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address sex discrimination and sex-based harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether sex discrimination and/or sex-based harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to ~~the~~ harassment policy~~,~~(ies), complaint procedures, or training~~.~~ , as appropriate and in accordance with law.

~~**Sexual Harassment**~~

Reports and Complaints

CSBA NOTE: 34 CFR 106.8, as amended by ~~85~~89 Fed. Reg. ~~30026~~33474, requires the district to designate at least one employee to coordinate its responsibilities under Title IX, who must be referred to as the Title IX Coordinator. See the accompanying administrative regulation.

~~34 CFR 106.44, as added by 85 Fed. Reg. 30026, requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not unreasonable in light of the known circumstances and in compliance with Title IX regulations. 34 CFR 106.30, as added, defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. For this~~

~~reason, the district should train all employees regarding the reporting process.~~

~~In Faragher v. City of Boca Raton, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.~~

~~District employees who feel that they have been sexually harassed in the performance of their~~ Any district ~~responsibilities or who have knowledge of any incident of sexual harassment by or against another~~ employee ~~shall immediately report the incident to their direct supervisor, a district administrator, or the district's~~who has experienced sex discrimination or sex-based harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. ~~Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall~~ (34 CFR 106.2, 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, a district is required to respond promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in its education program or activity. 34 CFR 106.44 further obligates a district to require its Title IX Coordinator to monitor the district's programs and activities for barriers to reporting information of such conduct and its employees to notify the Title IX Coordinator~~.~~ when they have such information. The following paragraph should be revised to reflect the district's timeline.

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures ~~or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.~~

CSBA NOTE: ~~The~~ Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, when the Title IX Coordinator ~~shall~~is notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, the Title IX Coordinator is required to offer and coordinate supportive measures to the complainant ~~and~~ . Thus, districts should not wait to respond until a "formal" complaint is made. If the district has begun grievance procedures or offered an informal resolution process to the respondent, the Title IX Coordinator is required to offer and coordinate supportive measures to the respondent, as appropriate.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

CSBA NOTE: In addition to district discipline imposed on employees who engage in ~~sexual~~sex-based harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

Upon investigation of a ~~sexual~~sex discrimination or sex-based harassment complaint, any district employee found to have engaged or participated in ~~sexual~~sex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit ~~sexual~~sex discrimination or sex-based harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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Status: ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** ~~10~~07/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

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Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 **mandate** that districts have a written policy prohibiting sex discrimination and sex-based harassment against employees. As part of this mandate, districts are also required to adopt a written policy prohibiting sex discrimination and sex-based harassment against students; see BP/AR 5145.7 – Sex Discrimination and Sex-Based Harassment and AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. **Reg.** ~~Whether~~33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint ~~of sexual harassment is addressed through federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed.~~ based on ~~30026, or procedures adopted pursuant to 2 CCR 11023 is dependent on whether~~ the alleged conduct ~~meets~~. As such a complaint may also fall within the ~~more stringent federal definition of sexual harassment or the state definition. In order to meet the applicable timelines, in some instances it may be necessary to review a~~ complaint ~~under both procedures concurrently. See the accompanying administrative regulation,~~ process as specified in AR 4030 ~~-~~– Nondiscrimination in Employment, ~~and AR~~ it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the process specified in AR 4030 – Nondiscrimination in Employment for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12~~/4219.12/4319.12 - Title IX Sexual~~ – Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to 2 CCR 11034, the district may be liable for ~~sexual~~sex-based harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code 12940, employers may also be held liable for ~~sexual~~sex-based harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. The Board prohibits ~~sexual~~sex discrimination, including sex-based harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees ~~and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.~~.

CSBA NOTE: Pursuant to Education Code 220.1, as added by AB 1955 (Ch. 95, Statutes of 2024), a district, including a Governing Board member, may not retaliate or otherwise take adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in Education Code 220.1, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

CSBA NOTE: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sex-based harassment cases. In *Department of Health Services v. Superior Court (McGinnis)*, the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in *Burlington Industries v. Ellerth* held that, for certain claims under federal law, an employer may defend against sex-based harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer. Additionally, in *Faragher v. City of Boca Raton*, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

Pursuant to Government Code 12950.1, employers with five or more employees are required to

provide sex-based harassment training to supervisory and nonsupervisory employees which includes training in regard to sex discrimination. Additionally, Title IX, and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. ~~CSBA NOTE: Government Code 12940 clarifies that sexual harassment includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions.~~33474, requires specified training related to sex discrimination, including sex-based harassment, for all district employees, as well as additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the recipient's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) Title IX Coordinators and designees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance, Government Code 12950.1, and 34 CFR 106.8, and should be modified to reflect district practice.

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.~~

~~CSBA NOTE: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in Burlington Industries v. Ellerth held that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.~~

~~Pursuant to Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), employers with five or more employees are required to provide sexual harassment training to supervisory and nonsupervisory employees. See the accompanying administrative regulation for timelines and training requirements.~~

~~Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of ~~sexual~~sex discrimination and sex-based harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's ~~sexual~~sex discrimination and sex-based harassment policy to employees and others to whom the policy may apply

CSBA NOTE: Pursuant to Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, districts are required to provide a notice of nondiscrimination on the basis of sex, as specified below. For more information about the content and publication requirements for the notice of nondiscrimination, see AR 4030 – Nondiscrimination in Employment.

3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment, and bargaining units

~~3.~~ 4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures

~~4.~~ 5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

CSBA NOTE: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance , "Promising Practices for Preventing Harassment," has been expanded to include sex discrimination, and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address sex discrimination and sex-based harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether sex discrimination and/or sex-based harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to ~~the~~ harassment policy~~,~~(ies), complaint procedures, or training~~.~~ , as appropriate and in accordance with law.

~~**Sexual Harassment**~~

Reports and Complaints

CSBA NOTE: 34 CFR 106.8, as amended by ~~85~~89 Fed. Reg. ~~30026~~33474, requires the district to designate at least one employee to coordinate its responsibilities under Title IX, who must be referred to as the Title IX Coordinator. See the accompanying administrative regulation.

~~34 CFR 106.44, as added by 85 Fed. Reg. 30026, requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not unreasonable in light of the known circumstances and in compliance with Title IX regulations. 34 CFR 106.30, as added, defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. For this~~

~~reason, the district should train all employees regarding the reporting process.~~

~~In Faragher v. City of Boca Raton, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.~~

~~District employees who feel that they have been sexually harassed in the performance of their~~ Any district ~~responsibilities or who have knowledge of any incident of sexual harassment by or against another~~ employee ~~shall immediately report the incident to their direct supervisor, a district administrator, or the district's~~who has experienced sex discrimination or sex-based harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. ~~Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall~~ (34 CFR 106.2, 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, a district is required to respond promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in its education program or activity. 34 CFR 106.44 further obligates a district to require its Title IX Coordinator to monitor the district's programs and activities for barriers to reporting information of such conduct and its employees to notify the Title IX Coordinator~~.~~ when they have such information. The following paragraph should be revised to reflect the district's timeline.

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures ~~or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.~~

CSBA NOTE: ~~The~~ Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, when the Title IX Coordinator ~~shall~~is notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, the Title IX Coordinator is required to offer and coordinate supportive measures to the complainant ~~and~~ . Thus, districts should not wait to respond until a "formal" complaint is made. If the district has begun grievance procedures or offered an informal resolution process to the respondent, the Title IX Coordinator is required to offer and coordinate supportive measures to the respondent, as appropriate.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

CSBA NOTE: In addition to district discipline imposed on employees who engage in ~~sexual~~sex-based harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

Upon investigation of a ~~sexual~~sex discrimination or sex-based harassment complaint, any district employee found to have engaged or participated in ~~sexual~~sex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit ~~sexual~~sex discrimination or sex-based harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment

Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
Lab. Code 1197.5	Wages, hours, and working conditions

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
~~34~~29 CFR ~~106.1-106.9~~1636	~~Nondiscrimination on the basis of sex in education programs or activities~~Implementation of the Pregnant Workers Fairness Act
34 CFR 106.~~51~~1-106.~~61~~82	Nondiscrimination on the basis of sex in ~~employment in~~ education ~~program~~programs or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act

Management Resources	**Description**
Court Decision	Burlington Industries v. Ellreth (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al. (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc. (1998) 118 S.Ct. 998
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department
Website	~~U.S. Department of Education, Office for Civil Rights~~California Department of Education

	(https://www.cde.ca.gov/)
Website	~~U.S. Equal Employment Opportunity Commission~~U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety 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
1313	Civility
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4119.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4131	Staff Development
4144	Complaints
4144	Complaints
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4244	Complaints
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.7	Employment Status Reports
4319.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4319.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
4344	Complaints
5145.7	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
5145.7	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
5145.71	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5146	Married/Pregnant/Parenting Students

Regulation 4119.11: ~~Sexual~~Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 12/01/2016 **| Last Revised Date:** ~~10~~07/01/~~2020~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

CSBA NOTE: The following administrative regulation is **mandated** pursuant to Education Code 231.5 and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code 12940 (California Fair Employment and Housing Act). The focus of this administrative regulation is on ~~sexual~~sex discrimination and sex-based harassment by and of employees. Pursuant to Government Code 12940 and 2 CCR 11009, interns, volunteers, and job applicants are entitled to the same protection against ~~sexual~~sex-based harassment as applicable to employees.

For information regarding steps the district is required to take to prevent sex discrimination related to ~~sexual~~lactation, see BP 4033 – Lactation Accommodation.

For information related to sex discrimination and sex-based harassment involving students, see BP/AR 5145.7 ~~- Sexual~~ – Sex Discrimination and Sex-Based Harassment and AR 5145.71 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures. For information regarding steps the district is required to take to prevent sex discrimination related to a student's pregnancy or related condition pursuant to Title IX (20 USC 1681-1688) and its implementing regulation 34 CFR 106.40, as amended by 89 Fed. **Reg.** 33474, see BP 5146 – Married/Pregnant/Parenting Students.

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.

The following administrative regulation shall apply to all allegations of ~~sexual~~sex discrimination and sex-based harassment ~~involving~~by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by ~~or against~~ a student.

Definitions

CSBA NOTE: The U.S. Equal Employment Opportunity Commission describes sex discrimination as treating someone differently because of that person's sex. Additionally, 34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that sex discrimination for the purpose of Title IX includes discrimination on the basis of sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

Sex discrimination includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics. Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.

CSBA NOTE: ~~Alleged conduct that meets the federal definition of sexual harassment in 34 CFR 106.30, as added by 85 Fed. A30026, requires investigation and resolution through Title IX regulations; see AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.~~ Pursuant to 34 CFR 106.~~30, sexual~~2, sex-based harassment includes (1) a district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service under the district's education program or activity explicitly or impliedly conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct;~~,~~ (2) "hostile environment harassment," defined as unwelcome sex-based conduct ~~determined by a reasonable person to be so severe, pervasive,~~that, based on the totality of the circumstance, is subjectively and objectively offensive and is so severe or pervasive that it ~~effectively~~ limits or denies a ~~person equal access to~~person's ability to participate in or benefit from the district's education program or activity;~~,~~ or (3) sexual assault, dating violence, domestic violence, or stalking, as defined in ~~20 USC 1092 and~~ 34 ~~USC 12291)~~ CFR 106.2. Conduct that meets the definition of Title IX sex discrimination, including sex-based harassment, requires investigation and resolution through the Title IX grievance procedures; see AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Education Code 212.5 defines sexual harassment as any unwelcome sexual advance, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone in the educational setting. ~~Conduct~~

34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that ~~does not meet~~sex-based harassment for the ~~definition~~purpose of Title IX includes harassment on the basis of sex stereotypes; sex characteristics; gender identity; sexual ~~harassment~~ orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related conditions; and, parental, marital, and family status. Additionally, in ~~34 CFR 106.30 shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment.~~

~~In~~ *Oncale v. Sundowner Offshore Services, Inc.*, the U.S. Supreme Court held that same-sex ~~sexual~~ harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17).

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct

CSBA NOTE: Pursuant to 34 CFR 106.11, as amended by 89 Fed. Reg. 33474, Title IX grievance procedures are required for Title IX sex discrimination complaints, including sex-based harassment complaints, for conduct which occurs on or after August 1, 2024 under the district's education program or activity, which includes conduct alleged to be contributing to a hostile environment that occurred outside the district's education program or activity or outside the United States. Item #2 below reflects "hostile environment harassment" as defined by 34 CFR 106.2, as amended by 89 Fed. Reg. 33474.

2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity

   Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether ~~or not~~ the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment~~.~~

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual~~.~~

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment~~.~~

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district~~.~~

~~For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)~~

1. ~~A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct~~

2. ~~Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity~~

3. ~~Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291~~

Examples of ~~Sexual~~Sex Discrimination and Sex-Based Harassment

CSBA NOTE: Pursuant to Government Code 12940 and 34 CFR 106.11, the district may be held liable for ~~sexual~~sex-based harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that ~~sexual~~sex-based harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

Examples of actions that might constitute ~~sexual~~sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as ~~sexual~~sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for ~~sexual~~sex-based activity; ~~sexual~~sex-based jokes or stories; unwelcome ~~sexual~~sex-based slurs, epithets, threats, innuendoes~~,~~; derogatory comments~~, sexually~~; sex-based degrading descriptions~~,~~; or the spreading of ~~sexual~~sex-based rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails~~;~~ or messaging; or displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; or cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

CSBA NOTE: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are mandated to designate an employee to ensure district compliance with Title IX of the Education Amendments of 1972 and its implementing regulations. If the district has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over

those responsibilities and ensure the district's consistent compliance with its responsibilities under Title IX. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the coordinator for nondiscrimination in employment pursuant to AR 4030 - Nondiscrimination in Employment. ~~Districts may modify this policy to designate separate district employees to serve these functions.~~

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX ~~of the Education Amendments of 1972~~ in accordance with ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures, ~~as well as to~~ and oversee~~, investigate, and resolve sexual harassment~~ the district's response to discrimination complaints processed under ~~AR~~Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Director of Human Resources

position title

4350 Otay Mesa Road, San Ysidro, CA 92173

address

(619) 428-4476 Ext. 3012

telephone number

Efrain.Burciaga@sysdschools.org

email

Training

CSBA NOTE: Government Code 12950.1~~, as amended by SB 778 (Ch. 215, Statutes of 2019),~~ requires districts with five or more employees to provide sexual harassment training and education to supervisory and nonsupervisory employees ~~by January 1, 2021 (or two years after a training provided in 2019) and~~ once every two years ~~thereafter. As amended~~. Additionally, Government Code 12950.1 requires that new nonsupervisory employees be provided the training within six months of hire, consistent with the requirement for all newly hired supervisors or employees promoted to a supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

In addition, Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires that all employees receive training related to their duties under Title IX promptly upon hire or change of position that alters their duties under Title IX, and annually thereafter. The training provided to all employees is required to include the district's obligation to address sex discrimination, the scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment, and the applicable notice and information requirements. 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) Title IX Coordinators and designees.

Governing Board members, as elected officials, are not usually considered "supervisors"; however,

since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive ~~sexual~~sex-based harassment training. Districts should consult ~~with~~CSBA's District and County Office of Education Legal Services or district legal counsel to ensure that the appropriate individuals receive training.

The following section reflects sex discrimination and sex-based harassment training required for employees under both state and federal law.

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassmen~~t~~. as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity

2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment

3. The notification and information requirements specified in 34 CFR 106.40 and 106.44

The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, ~~the type of training, and the name of the training provider. (2 CCR 11024)~~ type of training, and name of the training provider. (2 CCR 11024)

~~The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)~~

~~The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

~~A copy of the Board policy and this administrative regulation shall:~~

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

CSBA NOTE: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, as amended by SB 153 (Ch. 38, Statutes of 2024), the California Department of Education is required to ensure that the district prominently and conspicuously displays its nondiscrimination policies in all areas that are accessible to, and commonly frequented by, school site employees, students, and members of the public at each school site and district office, including, but not limited to, in school office lobbies, staff lounges, student government meeting rooms, and on the district's website. Additionally, Title IX, and its implementing regulations, 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474, require the district to provided notifications and take specified actions to prevent sex

discrimination, including sex-based harassment. For more information regarding measures to prevent discrimination, see AR 4030 – Nondiscrimination in Employment.

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

4. ~~Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)~~

5. ~~Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)~~

CSBA NOTE: Government Code 12950 requires the California Civil Rights Department (~~CCRD~~CRD) to develop an information sheet on employment discrimination and the illegality of sexual harassment and a poster regarding the rights of transgender employees. These documents are available on ~~CCRD's web site.~~CRD's website. This list has been modified to make it applicable to sex-based harassment in general, not just sexual harassment.

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (~~CCRD~~CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sexual~~sex-based harassment

2. The definition of ~~sexual~~sex-based harassment under applicable state and federal law

3. A description of ~~sexual~~sex-based harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through ~~CCRD~~CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact ~~CCRD~~CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by ~~CCRD~~CRD and the EEOC

~~In addition~~Additionally, the district shall post, in a prominent and accessible location, the ~~CCRD~~CRD poster on discrimination in employment and the illegality of ~~sexual~~sex-based harassment, and the ~~CCRD~~CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

CSBA NOTE: Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 – Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the process specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the process specified in AR 4030 – Nondiscrimination in Employment for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

All complaints and allegations of ~~sexual~~sex discrimination and sex-based harassment by and against employees shall be investigated and resolved ~~in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.~~ as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

If ~~sexual~~sex discrimination or sex-based harassment is found following an investigation, the Title IX

Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the ~~sexual~~sex discrimination or sex-based harassment, prevent recurrence, and address any continuing effects.

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
Lab. Code 1197.5	Wages, hours, and working conditions

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
~~34~~29 CFR ~~106.1-106.9~~1636	~~Nondiscrimination on the basis of sex in education programs or activities~~Implementation of the Pregnant Workers Fairness Act
34 CFR 106.~~51~~1-106.~~61~~82	Nondiscrimination on the basis of sex in ~~employment in~~ education ~~program~~programs or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act

Management Resources	Description
Court Decision	Burlington Industries v. Ellreth (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al. (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc. (1998) 118 S.Ct. 998
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department
Website	~~U.S. Department of Education, Office for Civil Rights~~California Department of Education (https://www.cde.ca.gov/)
Website	~~U.S. Equal Employment Opportunity Commission~~U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety 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
1313	Civility
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming

4131	Staff Development
4144	Complaints
4144	Complaints
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4244	Complaints
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.7	Employment Status Reports
4319.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming

4344	Complaints
4344	Complaints
5145.7	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
5145.7	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
5145.71	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5146	Married/Pregnant/Parenting Students

Regulation 4219.11: ~~Sexual~~Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 12/01/2016 **| Last Revised Date:** ~~10~~07/01/~~2020~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

CSBA NOTE: The following administrative regulation is **mandated** pursuant to Education Code 231.5 and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code 12940 (California Fair Employment and Housing Act). The focus of this administrative regulation is on ~~sexual~~sex discrimination and sex-based harassment by and of employees. Pursuant to Government Code 12940 and 2 CCR 11009, interns, volunteers, and job applicants are entitled to the same protection against ~~sexual~~sex-based harassment as applicable to employees.

For information regarding steps the district is required to take to prevent sex discrimination related to ~~sexual~~lactation, see BP 4033 – Lactation Accommodation.

For information related to sex discrimination and sex-based harassment involving students, see BP/AR 5145.7 ~~- Sexual~~ – Sex Discrimination and Sex-Based Harassment and AR 5145.71 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures. For information regarding steps the district is required to take to prevent sex discrimination related to a student's pregnancy or related condition pursuant to Title IX (20 USC 1681-1688) and its implementing regulation 34 CFR 106.40, as amended by 89 Fed. **Reg.** 33474, see BP 5146 – Married/Pregnant/Parenting Students.

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.

The following administrative regulation shall apply to all allegations of ~~sexual~~sex discrimination and sex-based harassment ~~involving~~by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by ~~or against~~ a student.

Definitions

CSBA NOTE: The U.S. Equal Employment Opportunity Commission describes sex discrimination as treating someone differently because of that person's sex. Additionally, 34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that sex discrimination for the purpose of Title IX includes discrimination on the basis of sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

Sex discrimination includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics. Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.

CSBA NOTE: ~~Alleged conduct that meets the federal definition of sexual harassment in 34 CFR 106.30, as added by 85 Fed. A30026, requires investigation and resolution through Title IX regulations; see AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.~~ Pursuant to 34 CFR 106.~~30, sexual~~2, sex-based harassment includes (1) a district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service under the district's education program or activity explicitly or impliedly conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct;~~,~~ (2) "hostile environment harassment," defined as unwelcome sex-based conduct ~~determined by a reasonable person to be so severe, pervasive,~~that, based on the totality of the circumstance, is subjectively and objectively offensive and is so severe or pervasive that it ~~effectively~~ limits or denies a ~~person equal access to~~person's ability to participate in or benefit from the district's education program or activity;~~,~~ or (3) sexual assault, dating violence, domestic violence, or stalking, as defined in ~~20 USC 1092 and~~ 34 ~~USC 12291)~~ CFR 106.2. Conduct that meets the definition of Title IX sex discrimination, including sex-based harassment, requires investigation and resolution through the Title IX grievance procedures; see AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Education Code 212.5 defines sexual harassment as any unwelcome sexual advance, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone in the educational setting. ~~Conduct~~

34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that ~~does not meet~~sex-based harassment for the ~~definition~~purpose of Title IX includes harassment on the basis of sex stereotypes; sex characteristics; gender identity; sexual ~~harassment~~ orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related conditions; and, parental, marital, and family status. Additionally, in ~~34 CFR 106.30 shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment.~~

~~In~~ *Oncale v. Sundowner Offshore Services, Inc.*, the U.S. Supreme Court held that same-sex ~~sexual~~ harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17).

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct

CSBA NOTE: Pursuant to 34 CFR 106.11, as amended by 89 Fed. Reg. 33474, Title IX grievance procedures are required for Title IX sex discrimination complaints, including sex-based harassment complaints, for conduct which occurs on or after August 1, 2024 under the district's education program or activity, which includes conduct alleged to be contributing to a hostile environment that occurred outside the district's education program or activity or outside the United States. Item #2 below reflects "hostile environment harassment" as defined by 34 CFR 106.2, as amended by 89 Fed. Reg. 33474.

2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity

   Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether ~~or not~~ the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

~~For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)~~

1. ~~A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct~~

2. ~~Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity~~

3. ~~Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291~~

Examples of ~~Sexual~~Sex Discrimination and Sex-Based Harassment

CSBA NOTE: Pursuant to Government Code 12940 and 34 CFR 106.11, the district may be held liable for ~~sexual~~sex-based harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that ~~sexual~~sex-based harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

Examples of actions that might constitute ~~sexual~~sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as ~~sexual~~sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for ~~sexual~~sex-based activity; ~~sexual~~sex-based jokes or stories; unwelcome ~~sexual~~sex-based slurs, epithets, threats, innuendoes~~,~~; derogatory comments~~, sexually~~; sex-based degrading descriptions~~,~~; or the spreading of ~~sexual~~sex-based rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails~~;~~ or messaging; or displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; or cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

CSBA NOTE: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are mandated to designate an employee to ensure district compliance with Title IX of the Education Amendments of 1972 and its implementing regulations. If the district has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over

those responsibilities and ensure the district's consistent compliance with its responsibilities under Title IX. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the coordinator for nondiscrimination in employment pursuant to AR 4030 - Nondiscrimination in Employment. ~~Districts may modify this policy to designate separate district employees to serve these functions.~~

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX ~~of the Education Amendments of 1972~~ in accordance with ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures, ~~as well as to~~ and oversee~~, investigate, and resolve sexual harassment~~ the district's response to discrimination complaints processed under ~~AR~~Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Director of Human Resources

position title

4350 Otay Mesa Road, San Ysidro, CA 92173

address

(619) 428-4476 Ext. 3012

telephone number

Efrain.Burciaga@sysdschools.org

email

Training

CSBA NOTE: Government Code 12950.1~~, as amended by SB 778 (Ch. 215, Statutes of 2019),~~ requires districts with five or more employees to provide sexual harassment training and education to supervisory and nonsupervisory employees ~~by January 1, 2021 (or two years after a training provided in 2019) and~~ once every two years ~~thereafter. As amended~~. Additionally, Government Code 12950.1 requires that new nonsupervisory employees be provided the training within six months of hire, consistent with the requirement for all newly hired supervisors or employees promoted to a supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

In addition, Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires that all employees receive training related to their duties under Title IX promptly upon hire or change of position that alters their duties under Title IX, and annually thereafter. The training provided to all employees is required to include the district's obligation to address sex discrimination, the scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment, and the applicable notice and information requirements. 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) Title IX Coordinators and designees.

Governing Board members, as elected officials, are not usually considered "supervisors"; however,

since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive ~~sexual~~sex-based harassment training. Districts should consult ~~with~~CSBA's District and County Office of Education Legal Services or district legal counsel to ensure that the appropriate individuals receive training.

The following section reflects sex discrimination and sex-based harassment training required for employees under both state and federal law.

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassmen~~t~~. as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity

2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment

3. The notification and information requirements specified in 34 CFR 106.40 and 106.44

The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, ~~the type of training, and the name of the training provider. (2 CCR 11024)~~ type of training, and name of the training provider. (2 CCR 11024)

~~The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)~~

~~The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

~~A copy of the Board policy and this administrative regulation shall:~~

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

CSBA NOTE: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, as amended by SB 153 (Ch. 38, Statutes of 2024), the California Department of Education is required to ensure that the district prominently and conspicuously displays its nondiscrimination policies in all areas that are accessible to, and commonly frequented by, school site employees, students, and members of the public at each school site and district office, including, but not limited to, in school office lobbies, staff lounges, student government meeting rooms, and on the district's website. Additionally, Title IX, and its implementing regulations, 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474, require the district to provided notifications and take specified actions to prevent sex

discrimination, including sex-based harassment. For more information regarding measures to prevent discrimination, see AR 4030 – Nondiscrimination in Employment.

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

4. ~~Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)~~

5. ~~Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)~~

CSBA NOTE: Government Code 12950 requires the California Civil Rights Department (~~CCRD~~CRD) to develop an information sheet on employment discrimination and the illegality of sexual harassment and a poster regarding the rights of transgender employees. These documents are available on ~~CCRD's web site.~~CRD's website. This list has been modified to make it applicable to sex-based harassment in general, not just sexual harassment.

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (~~CCRD~~CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sexual~~sex-based harassment

2. The definition of ~~sexual~~sex-based harassment under applicable state and federal law

3. A description of ~~sexual~~sex-based harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through ~~CCRD~~CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact ~~CCRD~~CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by ~~CCRD~~CRD and the EEOC

~~In addition~~Additionally, the district shall post, in a prominent and accessible location, the ~~CCRD~~CRD poster on discrimination in employment and the illegality of ~~sexual~~sex-based harassment, and the ~~CCRD~~CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

CSBA NOTE: Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 – Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the process specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the process specified in AR 4030 – Nondiscrimination in Employment for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

All complaints and allegations of ~~sexual~~sex discrimination and sex-based harassment by and against employees shall be investigated and resolved ~~in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.~~ as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

If ~~sexual~~sex discrimination or sex-based harassment is found following an investigation, the Title IX

Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the ~~sexual~~sex discrimination or sex-based harassment, prevent recurrence, and address any continuing effects.

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
Lab. Code 1197.5	Wages, hours, and working conditions

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
~~34~~29 CFR ~~106.1-106.9~~1636	~~Nondiscrimination on the basis of sex in education programs or activities~~Implementation of the Pregnant Workers Fairness Act
34 CFR 106.~~51~~1-106.~~61~~82	Nondiscrimination on the basis of sex in ~~employment in~~ education ~~program~~programs or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act

Management Resources	Description
Court Decision	Burlington Industries v. Ellreth (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al. (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc. (1998) 118 S.Ct. 998
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department
Website	~~U.S. Department of Education, Office for Civil Rights~~California Department of Education (https://www.cde.ca.gov/)
Website	~~U.S. Equal Employment Opportunity Commission~~U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety 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
1313	Civility
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming

4131	Staff Development
4144	Complaints
4144	Complaints
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4244	Complaints
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.7	Employment Status Reports
4319.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming

4344	Complaints
4344	Complaints
5145.7	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
5145.7	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
5145.71	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5146	Married/Pregnant/Parenting Students

Regulation 4319.11: ~~Sexual~~Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 12/01/2016 **| Last Revised Date:** ~~10~~07/01/~~2020~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

CSBA NOTE: The following administrative regulation is **mandated** pursuant to Education Code 231.5 and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code 12940 (California Fair Employment and Housing Act). The focus of this administrative regulation is on ~~sexual~~sex discrimination and sex-based harassment by and of employees. Pursuant to Government Code 12940 and 2 CCR 11009, interns, volunteers, and job applicants are entitled to the same protection against ~~sexual~~sex-based harassment as applicable to employees.

For information regarding steps the district is required to take to prevent sex discrimination related to ~~sexual~~lactation, see BP 4033 – Lactation Accommodation.

For information related to sex discrimination and sex-based harassment involving students, see BP/AR 5145.7 ~~- Sexual~~ – Sex Discrimination and Sex-Based Harassment and AR 5145.71 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures. For information regarding steps the district is required to take to prevent sex discrimination related to a student's pregnancy or related condition pursuant to Title IX (20 USC 1681-1688) and its implementing regulation 34 CFR 106.40, as amended by 89 Fed. **Reg.** 33474, see BP 5146 – Married/Pregnant/Parenting Students.

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.

The following administrative regulation shall apply to all allegations of ~~sexual~~sex discrimination and sex-based harassment ~~involving~~by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by ~~or against~~ a student.

Definitions

CSBA NOTE: The U.S. Equal Employment Opportunity Commission describes sex discrimination as treating someone differently because of that person's sex. Additionally, 34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that sex discrimination for the purpose of Title IX includes discrimination on the basis of sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct

CSBA NOTE: Pursuant to 34 CFR 106.11, as amended by 89 Fed. Reg. 33474, Title IX grievance procedures are required for Title IX sex discrimination complaints, including sex-based harassment complaints, for conduct which occurs on or after August 1, 2024 under the district's education program or activity, which includes conduct alleged to be contributing to a hostile environment that occurred outside the district's education program or activity or outside the United States. Item #2 below reflects "hostile environment harassment" as defined by 34 CFR 106.2, as amended by 89 Fed. Reg. 33474.

2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity

   Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether ~~or not~~ the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

~~For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)~~

1. ~~A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct~~

2. ~~Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity~~

3. ~~Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291~~

Examples of ~~Sexual~~Sex Discrimination and Sex-Based Harassment

CSBA NOTE: Pursuant to Government Code 12940 and 34 CFR 106.11, the district may be held liable for ~~sexual~~sex-based harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that ~~sexual~~sex-based harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

Examples of actions that might constitute ~~sexual~~sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as ~~sexual~~sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for ~~sexual~~sex-based activity; ~~sexual~~sex-based jokes or stories; unwelcome ~~sexual~~sex-based slurs, epithets, threats, innuendoes~~,~~; derogatory comments~~, sexually~~; sex-based degrading descriptions~~,~~; or the spreading of ~~sexual~~sex-based rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails~~;~~ or messaging; or displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; or cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

CSBA NOTE: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are mandated to designate an employee to ensure district compliance with Title IX of the Education Amendments of 1972 and its implementing regulations. If the district has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over

those responsibilities and ensure the district's consistent compliance with its responsibilities under Title IX. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the coordinator for nondiscrimination in employment pursuant to AR 4030 - Nondiscrimination in Employment. ~~Districts may modify this policy to designate separate district employees to serve these functions.~~

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX ~~of the Education Amendments of 1972~~ in accordance with ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures, ~~as well as to~~ and oversee~~, investigate, and resolve sexual harassment~~ the district's response to discrimination complaints processed under ~~AR~~Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Director of Human Resources

position title

4350 Otay Mesa Road, San Ysidro, CA 92173

address

(619) 428-4476 Ext. 3012

telephone number

Efrain.Burciaga@sysdschools.org

email

Training

CSBA NOTE: Government Code 12950.1~~, as amended by SB 778 (Ch. 215, Statutes of 2019),~~ requires districts with five or more employees to provide sexual harassment training and education to supervisory and nonsupervisory employees ~~by January 1, 2021 (or two years after a training provided in 2019) and~~ once every two years ~~thereafter. As amended~~. Additionally, Government Code 12950.1 requires that new nonsupervisory employees be provided the training within six months of hire, consistent with the requirement for all newly hired supervisors or employees promoted to a supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

In addition, Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires that all employees receive training related to their duties under Title IX promptly upon hire or change of position that alters their duties under Title IX, and annually thereafter. The training provided to all employees is required to include the district's obligation to address sex discrimination, the scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment, and the applicable notice and information requirements. 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) Title IX Coordinators and designees.

Governing Board members, as elected officials, are not usually considered "supervisors"; however,

since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive ~~sexual~~sex-based harassment training. Districts should consult ~~with~~CSBA's District and County Office of Education Legal Services or district legal counsel to ensure that the appropriate individuals receive training.

The following section reflects sex discrimination and sex-based harassment training required for employees under both state and federal law.

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassmen~~t~~. as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity

2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment

3. The notification and information requirements specified in 34 CFR 106.40 and 106.44

The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, ~~the type of training, and the name of the training provider. (2 CCR 11024)~~ type of training, and name of the training provider. (2 CCR 11024)

~~The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)~~

~~The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

~~A copy of the Board policy and this administrative regulation shall:~~

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

CSBA NOTE: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, as amended by SB 153 (Ch. 38, Statutes of 2024), the California Department of Education is required to ensure that the district prominently and conspicuously displays its nondiscrimination policies in all areas that are accessible to, and commonly frequented by, school site employees, students, and members of the public at each school site and district office, including, but not limited to, in school office lobbies, staff lounges, student government meeting rooms, and on the district's website. Additionally, Title IX, and its implementing regulations, 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474, require the district to provided notifications and take specified actions to prevent sex

discrimination, including sex-based harassment. For more information regarding measures to prevent discrimination, see AR 4030 – Nondiscrimination in Employment.

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

4. ~~Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)~~

5. ~~Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)~~

CSBA NOTE: Government Code 12950 requires the California Civil Rights Department (~~CCRD~~CRD) to develop an information sheet on employment discrimination and the illegality of sexual harassment and a poster regarding the rights of transgender employees. These documents are available on ~~CCRD's web site.~~CRD's website. This list has been modified to make it applicable to sex-based harassment in general, not just sexual harassment.

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (~~CCRD~~CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sexual~~sex-based harassment

2. The definition of ~~sexual~~sex-based harassment under applicable state and federal law

3. A description of ~~sexual~~sex-based harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through ~~CCRD~~CRD and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact ~~CCRD~~CRD and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by ~~CCRD~~CRD and the EEOC

~~In addition~~Additionally, the district shall post, in a prominent and accessible location, the ~~CCRD~~CRD poster on discrimination in employment and the illegality of ~~sexual~~sex-based harassment, and the ~~CCRD~~CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

CSBA NOTE: Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 – Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the process specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the process specified in AR 4030 – Nondiscrimination in Employment for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

All complaints and allegations of ~~sexual~~sex discrimination and sex-based harassment by and against employees shall be investigated and resolved ~~in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.~~ as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

If ~~sexual~~sex discrimination or sex-based harassment is found following an investigation, the Title IX

Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the ~~sexual~~sex discrimination or sex-based harassment, prevent recurrence, and address any continuing effects.

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
Lab. Code 1197.5	Wages, hours, and working conditions

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
~~34~~29 CFR ~~106.1-106.9~~1636	~~Nondiscrimination on the basis of sex in education programs or activities~~Implementation of the Pregnant Workers Fairness Act
34 CFR 106.~~51~~1-106.~~61~~82	Nondiscrimination on the basis of sex in ~~employment in~~ education ~~program~~programs or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act

Management Resources	Description
Court Decision	Burlington Industries v. Ellreth (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton (1998) 118 S.Ct. 2275
Court Decision	Gebser v. Lago Vista Independent School District (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al. (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc. (1998) 118 S.Ct. 998
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department
Website	~~U.S. Department of Education, Office for Civil Rights~~California Department of Education (https://www.cde.ca.gov/)
Website	~~U.S. Equal Employment Opportunity Commission~~U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety 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
1313	Civility
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming

4131	Staff Development
4144	Complaints
4144	Complaints
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4244	Complaints
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.7	Employment Status Reports
4319.12	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.12-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming

4344	Complaints
4344	Complaints
5145.7	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
5145.7	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
5145.71	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	~~Title IX Sexual Harassment Complaint Procedures~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5146	Married/Pregnant/Parenting Students

Regulation 4119.12: Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** ~~10~~07/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

~~CSBA NOTE: Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibits discrimination based on sex, including sexual harassment, and mandates that the district adopt and publish complaint procedures.~~

~~The following administrative regulation reflects the Title IX complaint procedure detailed in 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, which must be used, effective August 14, 2020, to address any complaint of sexual harassment that meets the definition in 34 CFR 106.30. Pursuant to 34 CFR 106.30, allegations of sexual harassment governed by these regulations include (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. Alleged sexual harassment in employment that does not meet this definition should be addressed through the district's complaint procedures described in AR 4030 - Nondiscrimination in Employment.~~

~~34 CFR 106.44 requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not deliberately indifferent. 34 CFR 106.30 defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. A district is deliberately indifferent only if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.~~

~~Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving employees, the applicable collective bargaining agreement. Districts with questions about specific complaints are strongly encouraged to consult legal counsel.~~

~~Also see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment for information about prohibited conduct, training, required notifications, and processes for reporting sexual harassment.~~

CSBA NOTE: Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibits discrimination based on sex, including sex-based harassment, and **mandates** that the district adopt and publish complaint procedures. The following administrative regulation reflects the Title IX grievance procedures detailed in 34 CFR 106.44-106.45, as amended by 89 Fed. Reg. 33474.

Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving

employees, the applicable collective bargaining agreement. Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 – Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult with CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the procedures specified in AR 4030 - Nondiscrimination in Employment for this purpose.

See AR 4030 – Nondiscrimination in Employment. Also see BP/AR 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment for information about prohibited conduct, training, required notifications, and processes for reporting sex discrimination and sex-based harassment.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity ~~in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)~~ , was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the district, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

~~1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct~~

~~2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity~~

~~3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291~~

~~All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.~~

~~Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.~~

~~**Reporting Allegations/Filing a Formal Complaint**~~

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

CSBA NOTE: 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, requires that the district's grievance procedures follow specified basic requirements, which are reflected below.

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably

2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

   The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any

5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district may not disclose personally identifiable information obtained while complying with the Title IX complaint procedures, except as provided below.

Additionally, the district shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

CSBA NOTE: Pursuant to 34 CFR 106.2, as amended by 89 Fed. Reg. 33474, a "complaint" is defined as an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

~~CSBA NOTE: Pursuant to 34 CFR 106.30, the timeline for resolving a sexual harassment complaint begins when the district has actual knowledge of sexual harassment, defined as the receipt of a report by the Title IX Coordinator or other employee of an elementary or secondary school. The following paragraph reflects the requirement for any employee to forward the report to the Title IX Coordinator as stated in AR 4119.11/4219.11/4319.11 - Sexual Harassment and may be revised to reflect district practice.~~CSBA NOTE: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sex discrimination, including sex-based harassment, promptly and effectively, the Title IX Coordinator or designee should file a complaint even when the victim chooses not to do so, when, based on the considerations described below, the Title IX Coordinator or designee determines that a health or safety threat exists or when the district would be prevented from ensuring equal access based on sex in its programs or activities. In such cases, the alleged victim must receive notices as required by the Title IX regulations at specific points in the complaint process.

~~An employee who is~~ If the alleged victim chooses not to bring a complaint, or withdraws any or all of ~~sexual~~the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint

2. The victim's reasonable safety concerns regarding initiation of a complaint

3. The risk that additional acts of sex discrimination, including sex-based harassment ~~may submit~~, would occur if a ~~report~~complaint is not initiated

4. The severity of ~~sexual~~the alleged sex discrimination or sex-based harassment ~~to the district's Title IX Coordinator using the contact~~, including whether the discrimination, if established,

would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence

5. The age and relationship of the parties, including whether the respondent is an employee of the district

6. The scope of the alleged sex discrimination, including information ~~listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment~~suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals

7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred

8. Whether the ~~employee's direct supervisor or other~~ district ~~administrator, who shall forward~~could end the ~~report to~~ alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX ~~Coordinator within one day of receiving the report.~~

   ~~Upon receiving such a report~~grievance procedures

If, after considering these factors, the Title IX Coordinator ~~shall inform~~determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant ~~of the right to file a formal complaint and the process for filing a formal complaint.~~

~~A formal complaint, with the complainant's physical or digital signature, may be filed with~~or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX Coordinator ~~in person,~~ may initiate a complaint.

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by ~~mail, by email, or by any other method authorized by the district. (34 CFR 106.30)~~89 Fed. Reg. 33474, the Title IX Coordinator or designee is required to take the steps described below upon initiating a complaint.

~~CSBA NOTE: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sexual harassment in a manner that is not deliberately indifferent, the Title IX Coordinator should file a complaint in certain situations even when the victim chooses not to do so, including, but not limited to, when a safety threat exists. In such cases, the Title IX Coordinator and the alleged victim are not named parties to the case, but the alleged victim must receive notices as required by the Title IX regulations at specific points in the complaint process.~~

~~Even if the alleged victim chooses not to file a formal~~ If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall ~~file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall~~ provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process.

~~The Title IX Coordinator~~ The Title IX Coordinator shall also address reasonable concerns about the

victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district. (34 CFR 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, in addition to Title IX Coordinators or designees, investigators, and decisionmakers, persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures may not have a conflict of interest or bias for or against complainants or respondents generally, or an individual complainant or respondent, and are required to receive specified training.

The Title IX Coordinator or designee, investigator, ~~decision-maker~~decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.~~45~~8. (34 CFR 106.~~45)~~

~~**Supportive Measures**~~

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the Title IX Coordinator is required to monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, as specified below.

~~Upon receipt of a report of Title IX sexual~~ In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall ~~promptly contact the complainant to discuss the availability of supportive measures and shall consider~~monitor the ~~complainant's wishes with respect~~district for barriers to ~~the~~reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

CSBA NOTE: 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, requires districts to offer and coordinate supportive measures ~~implemented. Supportive~~ as described below. Pursuant to 34 CFR 106.2, as amended by 89 Fed. Reg. 33474, "supportive measures ~~shall be~~" are defined as individualized measures offered as appropriate, ~~as~~ reasonably available~~,~~ and without ~~charge to the~~ unreasonably burdening a complainant or ~~the~~ respondent ~~before~~, not for punitive or ~~after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment.~~disciplinary reasons, and without charging a fee to the complainant or respondent to (1) restore or preserve the party's access to the district's education program or activity, including measures that are designed to protect the safety of the parties or the district's

educational environment, or (2) provide support during the recipients' grievance procedures specified in 34 CFR 106.45 or during any informal resolution process as specified in 34 CFR 106.44.]

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling~~,~~; extensions of deadlines~~,~~ and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules~~,~~; mutual restrictions on contact~~,~~; changes in class or work locations~~,~~; leaves of absence~~,~~; increased security~~, and~~; monitoring of certain areas of the campus~~.~~ ~~(34 CFR 106.30, 106.44)~~

~~The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the~~ ; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district's provision of supportive measures~~.~~ ~~(34 CFR 106.30)~~ does not require the district, its employees, or any other persons authorized to provide aid, benefit, or service on the district's behalf to alter the alleged discriminatory conduct for the purpose of providing the supportive measures unless there is an allegation of sex-based harassment or retaliation.

Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district is required to provide both parties for whom supportive measures have been implemented with the opportunity to challenge, to an impartial employee, the implementation of such measures. An "impartial employee" must be someone other than the employee who made the decision to provide the supportive measures which are being challenged, but who has the authority to modify or reverse the decision if the employee determines that the decision to provide, deny, modify, or terminate the supportive measures was inconsistent with the definition of supportive measures as specified in 34 CFR 106.2.

The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

CSBA NOTE: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. ~~Districts should also note that~~Additionally, Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process.

34 CFR 106.44 allows a student to be removed in emergency situations as described below, but 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, requires that a student ~~should~~ not be "disciplined" prior to a finding being made pursuant to the Title IX grievance process ~~established by 34 CFR 106.45.~~. Due to this inconsistency in state and federal law, districts are advised to consult CSBA's District and County Office of Education Legal Services of district legal counsel as to the manner of imposing an emergency removal.

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~immediate~~imminent and serious threat to the ~~physical~~ health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the ~~student~~respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the ~~Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)~~ IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

~~**Dismissal of Complaint**~~

~~The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed~~

~~by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)~~

~~Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)~~

~~If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.~~

~~**Informal Resolution Process**~~

~~When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)~~

~~The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)~~

Dismissal of Complaint

CSBA NOTE: The following section describes when the Title IX Coordinator or designee may dismiss a Title IX complaint and actions the Title IX Coordinator or designee is required to take when a complaint is dismissed pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The district is unable to identify the respondent after taking reasonable steps to do so
2. The respondent is not participating in the district's education program or activity and is not employed by the district
3. The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX

   Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.
4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance

procedures. The following paragraph should be revised to reflect the timeline established by the district.

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within _____ days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

CSBA NOTE: The following section reflects when the district may offer an informal resolution process, notification and consent requirements, criteria for the facilitator of the informal resolution process, and other required steps when an informal resolution process is implemented, as specified in 34 CFR 106.44, as amended by 89 Fed. Reg. 33474.

Additionally, 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, provides potential terms that may be included in an informal resolution agreement. Because such agreements will be fact-specific and reflective of sensitive topics, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel when drafting informal resolution agreements.

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)

1. Provides the parties with written notice disclosing the allegations~~,~~; the requirements of the informal resolution process~~,~~; the right to withdraw from the informal process and resume the formal complaint process~~, and any consequences resulting~~; the inability to initiate or resume complaint procedures arising from ~~participating in~~ the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that ~~records~~the agreement would only be binding on the parties; and the information that the district will ~~be maintained or~~ maintain and whether and how the district could ~~be shared.~~ disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed

2. Obtains the parties' voluntary~~, written~~ consent to the informal resolution process

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias

for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)

~~Written~~ Notice of Allegations

CSBA NOTE: The following section reflects the notice districts are required to provide to the parties pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

~~If~~ If the district initiates a formal ~~complaint is filed~~Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

2. ~~The allegations potentially constituting sexual harassment with sufficient details known~~ Sufficient information, available at the time, ~~including~~ to allow the parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident ~~if known,~~(s), the conduct allegedly constituting ~~sexual~~sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident ~~if known.~~

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited

~~1.~~ 4. A statement that the ~~respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process~~

~~2. The opportunity for the~~ parties are entitled to ~~have~~ an ~~advisor of their choice who may be, but is not required~~ equal opportunity to ~~be, an attorney, and the ability to inspect and review~~access the relevant and not otherwise impermissible evidence

~~3. The prohibition against knowingly making false statements~~ or ~~knowingly submitting false information during the complaint process~~an accurate description of such evidence, as specified

CSBA NOTE: The following paragraph is optional. Although not required by law, a best practice is to provide notice to the parties of the name of the investigator, facilitator, and ~~decision-~~

~~maker~~decisionmaker in order to give the parties an opportunity to raise concerns of conflict of interest or bias as prohibited by 34 CFR 106.45.

The above notice ~~shall~~may also include the name of the investigator, facilitator of an informal process, and ~~decision-maker~~decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator~~.~~ or designee.

Consolidation of Complaints

CSBA NOTE: The following section reflects the district's authority to consolidate complaints of sex discrimination, including sex-based harassment, as specified in 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

The district may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

CSBA NOTE: Pursuant to 34 CFR 106.45, when investigating a ~~formal~~ complaint, the burden of proof rests on the district and not on the parties. However, the district must obtain the party's voluntary, written consent to access, consider, disclose, or otherwise use a party's records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional, which are made and maintained in connection with the provision of treatment to the party.

~~34 CFR 106.45 authorizes, but does not require, the district to conduct a live hearing at which each party's advisor may ask the other party and any witnesses all relevant questions and follow-up questions. If the district chooses to include such a hearing as a component of its complaint procedure, the following list should be modified to include requirements for the hearing in accordance with 34 CFR 106.45.~~

The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

~~1.~~ 1. Provide an equal opportunity for the parties to present fact witnesses~~, including fact and expert witnesses,~~ and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible

2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance

3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:

a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence

If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.

b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence

c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures

~~2.~~ 4. ~~Not~~ Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of ~~either party to discuss the allegations under investigation or to gather~~the parties to obtain and present ~~relevant~~ evidence

~~3. Provide the parties with the same opportunities to have others present during any grievance proceeding~~, including ~~the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney~~

~~4. Not limit the choice~~, by speaking to witnesses; consulting with family members, confidential resources, or ~~presence of an advisor~~advisors; or otherwise preparing for ~~either the complainant or respondent~~or participating in ~~any meeting or~~ the grievance ~~proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties~~ procedures

~~5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate~~

~~6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report~~

~~7.~~ 5. Objectively evaluate all evidence that is relevant ~~evidence~~and not otherwise impermissible, including both inculpatory and exculpatory evidence, ~~and determine~~ including that credibility ~~in a manner that is~~determinations will not be based on a ~~person's~~person's status as ~~a~~ complainant, respondent, or witness

~~8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response~~

6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:

a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures

c. ~~Questions and~~ Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the ~~complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are~~complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct ~~alleged by the complainant~~ or ~~if the questions and~~ is evidence ~~concern~~about specific incidents of the ~~complainant's~~complainant's prior sexual ~~behavior~~conduct with ~~respect to~~ the respondent ~~and are~~that is offered to prove consent~~.~~ to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

CSBA NOTE: The following paragraph should be amended to reflect district practice regarding the process established to enable the decisionmaker to question parties and witnesses adequately to assess a party's or witness's credibility.

The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

~~Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.~~

CSBA NOTE: Districts with questions about the application of a collective bargaining agreement in the context of a Title IX investigation should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

~~**Written Decision**~~

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance procedures. The district should revise the following paragraph to reflect the timeline established by the district.

The investigator shall complete the investigation within ____ days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the person designated as the ~~decision-maker~~decisionmaker of the determination of responsibility ~~cannot~~may be the same person designated as the Title IX Coordinator~~, an~~ or designee and/or investigator, ~~or the person who considers appeals~~so long as there is no conflict of interest or bias. The following paragraph may be revised to reflect the position designated by the district to provide a written determination of responsibility. While designation decisions will depend on the size of the district, a best practice is to designate an upper-level administrator as the ~~decision-maker~~decisionmaker and designate the Superintendent as the person to consider appeals.

The Superintendent shall designate an employee as the ~~decision-maker~~decisionmaker to determine responsibility for the alleged conduct, who ~~shall not~~may be the Title IX Coordinator or ~~a person involved in~~ designee or the ~~investigation~~ investigator so long as there is no conflict of ~~the matter.~~interest or bias. (34 CFR 106.45)

~~After~~Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall: (34 CFR 106.45)

1. Use the ~~investigative report~~preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has ~~been sent to~~ occurred

2. Notify the parties ~~but before reaching a~~ in writing of the determination ~~regarding responsibility, the decision-maker~~of whether sex discrimination, including sex-based harassment, occurred

   The notification shall ~~afford each party the opportunity~~ include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to ~~submit~~appeal, if applicable.

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance procedures. The district should revise the following paragraph to reflect the timeline established by the district.

The written~~, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

~~The decision-maker~~ decision shall ~~issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)~~be issued within ____ days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

~~CSBA NOTE: 34 CFR 106.45 requires that the district's complaint process include a "reasonably prompt" timeframe for concluding the complaint process, but does not specify the number of days within which the final decision must be issued. Districts may revise the following paragraph to~~

include a different timeline as long as it would satisfy the requirement to act promptly.CSBA NOTE: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision, and requires the district to offer the parties an appeal process that at a minimum is the same as it offers in all other comparable proceedings, if any, including proceedings relating to other discrimination complaints, such as AR 4030 – Nondiscrimination in Employment. The district may revise the following section to reflect applicable timelines and appeal process established by the district.

The following section should also be revised to identify the person who has been designated as the decisionmaker(s) for the appeal. Pursuant to 34 CFR 106.45, the decisionmaker for the appeal cannot be the same person as the decisionmaker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

CSBA NOTE: 34 CFR 106.45 mandates that the district's complaint procedures state whether the district's determination of responsibility will be based on a "preponderance of evidence" standard or "clear and convincing evidence" standard. The following paragraph reflects the "preponderance of evidence" standard, which is a less stringent standard to prove misconduct, and should be revised if the district chooses to use a "clear and convincing evidence" standard. The standard selected by the district must be applied uniformly for all Title IX sexual harassment complaints. The district should consult with legal counsel in determining which standard to use.

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

~~Appeals~~

~~CSBA NOTE: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision. The district may revise the following section to reflect applicable timelines established by the district.~~

~~The following section should also be revised to identify the person who has been designated as the decision-maker(s) for the appeal. Pursuant to 34 CFR 106.45, the decision-maker for the appeal cannot be the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.~~

~~Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)~~

1. ~~Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties~~

2. ~~Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator~~

3. ~~Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome~~

4. ~~Issue a written decision describing the result of the appeal and the rationale for the result~~

5. ~~Provide the written decision simultaneously to both parties~~

~~An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.~~

~~A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.~~

Either party may appeal the district's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the district shall follow the appeal process as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

~~Remedies~~Extension of Timelines

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause, with notice to the parties that includes the reason for the delay.

Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

~~Remedies~~~~CSBA NOTE: 34 CFR 106.45 mandates that the district's Title IX complaint process list, or describe the range of possible remedies that the district may implement following any determination of responsibility. The following section may be revised to reflect district practice.~~

~~When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent.~~

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed ~~sexual~~sex discrimination, including sex-based harassment, or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

~~Record-Keeping~~

~~The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)~~

~~1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if~~

~~applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.~~

~~2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.~~

~~All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s),~~The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

CSBA NOTE: The following paragraph reflects Title IX record-keeping requirements pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474.

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures

2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented

3. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process~~.~~

~~3.~~ _____The district shall make such training materials ~~publicly available on its web site, or if the district does not maintain a web site,~~ available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure340.1):

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

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 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~262.4~~270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	**Description**
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	**Description**
Court Decision	Reese v. Jefferson School District (~~2001~~2000, 9th Cir.) 208 F.3d 736

Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Department of Justice, Federal Bureau of Investigation Publication	National Incident-Based Reporting System (https://ucr.fbi.gov/nibrs/2018/resource-pages/nibrs_offense_definitions-2018.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Justice, Federal Bureau of Investigation (https://www.justice.gov/doj/federal-bureau-investigation)

Cross References

Code	Description
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action

4118	Dismissal/Suspension/Disciplinary Action
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4317.7	Employment Status Reports
4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment

Regulation 4219.12: Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** ~~10~~07/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

~~CSBA NOTE: Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibits discrimination based on sex, including sexual harassment, and mandates that the district adopt and publish complaint procedures.~~

~~The following administrative regulation reflects the Title IX complaint procedure detailed in 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, which must be used, effective August 14, 2020, to address any complaint of sexual harassment that meets the definition in 34 CFR 106.30. Pursuant to 34 CFR 106.30, allegations of sexual harassment governed by these regulations include (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. Alleged sexual harassment in employment that does not meet this definition should be addressed through the district's complaint procedures described in AR 4030 - Nondiscrimination in Employment.~~

~~34 CFR 106.44 requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not deliberately indifferent. 34 CFR 106.30 defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. A district is deliberately indifferent only if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.~~

~~Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving employees, the applicable collective bargaining agreement. Districts with questions about specific complaints are strongly encouraged to consult legal counsel.~~

~~Also see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment for information about prohibited conduct, training, required notifications, and processes for reporting sexual harassment.~~

CSBA NOTE: Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibits discrimination based on sex, including sex-based harassment, and **mandates** that the district adopt and publish complaint procedures. The following administrative regulation reflects the Title IX grievance procedures detailed in 34 CFR 106.44-106.45, as amended by 89 Fed. Reg. 33474.

Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving

employees, the applicable collective bargaining agreement. Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 – Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult with CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the procedures specified in AR 4030 - Nondiscrimination in Employment for this purpose.

See AR 4030 – Nondiscrimination in Employment. Also see BP/AR 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment for information about prohibited conduct, training, required notifications, and processes for reporting sex discrimination and sex-based harassment.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity ~~in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)~~ , was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the district, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

~~1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct~~

~~2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity~~

~~3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291~~

~~All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.~~

~~Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.~~

~~**Reporting Allegations/Filing a Formal Complaint**~~

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

CSBA NOTE: 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, requires that the district's grievance procedures follow specified basic requirements, which are reflected below.

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably

2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

   The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any

5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district may not disclose personally identifiable information obtained while complying with the Title IX complaint procedures, except as provided below.

Additionally, the district shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

CSBA NOTE: Pursuant to 34 CFR 106.2, as amended by 89 Fed. Reg. 33474, a "complaint" is defined as an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

~~CSBA NOTE: Pursuant to 34 CFR 106.30, the timeline for resolving a sexual harassment complaint begins when the district has actual knowledge of sexual harassment, defined as the receipt of a report by the Title IX Coordinator or other employee of an elementary or secondary school. The following paragraph reflects the requirement for any employee to forward the report to the Title IX Coordinator as stated in AR 4119.11/4219.11/4319.11 - Sexual Harassment and may be revised to reflect district practice.~~CSBA NOTE: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sex discrimination, including sex-based harassment, promptly and effectively, the Title IX Coordinator or designee should file a complaint even when the victim chooses not to do so, when, based on the considerations described below, the Title IX Coordinator or designee determines that a health or safety threat exists or when the district would be prevented from ensuring equal access based on sex in its programs or activities. In such cases, the alleged victim must receive notices as required by the Title IX regulations at specific points in the complaint process.

~~An employee who is~~ If the alleged victim chooses not to bring a complaint, or withdraws any or all of ~~sexual~~the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint

2. The victim's reasonable safety concerns regarding initiation of a complaint

3. The risk that additional acts of sex discrimination, including sex-based harassment ~~may submit~~, would occur if a ~~report~~complaint is not initiated

4. The severity of ~~sexual~~the alleged sex discrimination or sex-based harassment ~~to the district's Title IX Coordinator using the contact~~, including whether the discrimination, if established,

would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence

5. The age and relationship of the parties, including whether the respondent is an employee of the district

6. The scope of the alleged sex discrimination, including information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassmentsuggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals

7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred

8. Whether the employee's direct supervisor or other district administrator, who shall forwardcould end the report to alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX Coordinator within one day of receiving the report.

   Upon receiving such a reportgrievance procedures

If, after considering these factors, the Title IX Coordinator shall informdetermines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed withor another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX Coordinator in person, may initiate a complaint.

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)89 Fed. Reg. 33474, the Title IX Coordinator or designee is required to take the steps described below upon initiating a complaint.

CSBA NOTE: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sexual harassment in a manner that is not deliberately indifferent, the Title IX Coordinator should file a complaint in certain situations even when the victim chooses not to do so, including, but not limited to, when a safety threat exists. In such cases, the Title IX Coordinator and the alleged victim are not named parties to the case, but the alleged victim must receive notices as required by the Title IX regulations at specific points in the complaint process.

Even if the alleged victim chooses not to file a formal If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator The Title IX Coordinator shall also address reasonable concerns about the

victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district. (34 CFR 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, in addition to Title IX Coordinators or designees, investigators, and decisionmakers, persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures may not have a conflict of interest or bias for or against complainants or respondents generally, or an individual complainant or respondent, and are required to receive specified training.

The Title IX Coordinator or designee, investigator, ~~decision-maker~~decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.~~45~~8. (34 CFR 106.~~45)~~

~~**Supportive Measures**~~

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the Title IX Coordinator is required to monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, as specified below.

~~Upon receipt of a report of Title IX sexual~~ In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall ~~promptly contact the complainant to discuss the availability of supportive measures and shall consider~~monitor the ~~complainant's wishes with respect~~district for barriers to ~~the~~reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

CSBA NOTE: 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, requires districts to offer and coordinate supportive measures ~~implemented. Supportive~~ as described below. Pursuant to 34 CFR 106.2, as amended by 89 Fed. Reg. 33474, "supportive measures ~~shall be~~" are defined as individualized measures offered as appropriate, ~~as~~ reasonably available~~,~~ and without ~~charge to the~~ unreasonably burdening a complainant or ~~the~~ respondent ~~before~~, not for punitive or ~~after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment.~~disciplinary reasons, and without charging a fee to the complainant or respondent to (1) restore or preserve the party's access to the district's education program or activity, including measures that are designed to protect the safety of the parties or the district's

educational environment, or (2) provide support during the recipients' grievance procedures specified in 34 CFR 106.45 or during any informal resolution process as specified in 34 CFR 106.44.]

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling~~,~~; extensions of deadlines~~,~~ and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules~~,~~; mutual restrictions on contact~~,~~; changes in class or work locations~~,~~; leaves of absence~~,~~; increased security~~, and~~; monitoring of certain areas of the campus~~.~~ ~~(34 CFR 106.30, 106.44)~~

~~The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the~~ ; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district's provision of supportive measures~~.~~ ~~(34 CFR 106.30)~~ does not require the district, its employees, or any other persons authorized to provide aid, benefit, or service on the district's behalf to alter the alleged discriminatory conduct for the purpose of providing the supportive measures unless there is an allegation of sex-based harassment or retaliation.

Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district is required to provide both parties for whom supportive measures have been implemented with the opportunity to challenge, to an impartial employee, the implementation of such measures. An "impartial employee" must be someone other than the employee who made the decision to provide the supportive measures which are being challenged, but who has the authority to modify or reverse the decision if the employee determines that the decision to provide, deny, modify, or terminate the supportive measures was inconsistent with the definition of supportive measures as specified in 34 CFR 106.2.

The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

CSBA NOTE: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. ~~Districts should also note that~~Additionally, Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process.

34 CFR 106.44 allows a student to be removed in emergency situations as described below, but 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, requires that a student ~~should~~ not be "disciplined" prior to a finding being made pursuant to the Title IX grievance process ~~established by 34 CFR 106.45.~~. Due to this inconsistency in state and federal law, districts are advised to consult CSBA's District and County Office of Education Legal Services of district legal counsel as to the manner of imposing an emergency removal.

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~immediate~~imminent and serious threat to the ~~physical~~ health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the ~~student~~respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the ~~Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)~~ IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

~~**Dismissal of Complaint**~~

~~The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed~~

~~by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)~~

~~Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)~~

~~If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.~~

~~**Informal Resolution Process**~~

~~When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)~~

~~The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)~~

Dismissal of Complaint

CSBA NOTE: The following section describes when the Title IX Coordinator or designee may dismiss a Title IX complaint and actions the Title IX Coordinator or designee is required to take when a complaint is dismissed pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The district is unable to identify the respondent after taking reasonable steps to do so
2. The respondent is not participating in the district's education program or activity and is not employed by the district
3. The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX

   Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.
4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance

procedures. The following paragraph should be revised to reflect the timeline established by the district.

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within ____ days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

CSBA NOTE: The following section reflects when the district may offer an informal resolution process, notification and consent requirements, criteria for the facilitator of the informal resolution process, and other required steps when an informal resolution process is implemented, as specified in 34 CFR 106.44, as amended by 89 Fed. Reg. 33474.

Additionally, 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, provides potential terms that may be included in an informal resolution agreement. Because such agreements will be fact-specific and reflective of sensitive topics, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel when drafting informal resolution agreements.

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)

1. Provides the parties with written notice disclosing the allegations~~,~~; the requirements of the informal resolution process~~,~~; the right to withdraw from the informal process and resume the formal complaint process~~, and any consequences resulting~~; the inability to initiate or resume complaint procedures arising from ~~participating in~~ the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that ~~records~~the agreement would only be binding on the parties; and the information that the district will ~~be maintained or~~ maintain and whether and how the district could ~~be shared.~~ disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed

2. Obtains the parties' voluntary~~, written~~ consent to the informal resolution process

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias

for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)

~~Written~~ Notice of Allegations

CSBA NOTE: The following section reflects the notice districts are required to provide to the parties pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

~~If~~ If the district initiates a formal ~~complaint is filed~~Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

2. ~~The allegations potentially constituting sexual harassment with sufficient details known~~ Sufficient information, available at the time, ~~including~~ to allow the parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident ~~if known,~~(s), the conduct allegedly constituting ~~sexual~~sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident ~~if known.~~

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited

~~1.~~ 4. A statement that the ~~respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process~~

~~2. The opportunity for the~~ parties are entitled to ~~have~~ an ~~advisor of their choice who may be, but is not required~~ equal opportunity to ~~be, an attorney, and the ability to inspect and review~~access the relevant and not otherwise impermissible evidence

~~3. The prohibition against knowingly making false statements~~ or ~~knowingly submitting false information during the complaint process~~an accurate description of such evidence, as specified

CSBA NOTE: The following paragraph is optional. Although not required by law, a best practice is to provide notice to the parties of the name of the investigator, facilitator, and ~~decision-~~

~~maker~~decisionmaker in order to give the parties an opportunity to raise concerns of conflict of interest or bias as prohibited by 34 CFR 106.45.

The above notice ~~shall~~may also include the name of the investigator, facilitator of an informal process, and ~~decision-maker~~decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator~~.~~ or designee.

Consolidation of Complaints

CSBA NOTE: The following section reflects the district's authority to consolidate complaints of sex discrimination, including sex-based harassment, as specified in 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

The district may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

CSBA NOTE: Pursuant to 34 CFR 106.45, when investigating a ~~formal~~ complaint, the burden of proof rests on the district and not on the parties. However, the district must obtain the party's voluntary, written consent to access, consider, disclose, or otherwise use a party's records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional, which are made and maintained in connection with the provision of treatment to the party.

~~34 CFR 106.45 authorizes, but does not require, the district to conduct a live hearing at which each party's advisor may ask the other party and any witnesses all relevant questions and follow-up questions. If the district chooses to include such a hearing as a component of its complaint procedure, the following list should be modified to include requirements for the hearing in accordance with 34 CFR 106.45.~~

The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

~~1.~~ 1. Provide an equal opportunity for the parties to present fact witnesses~~, including fact and expert witnesses,~~ and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible

2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance

3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:

a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence

If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.

b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence

c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures

~~2.~~ 4. ~~Not~~ Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of ~~either party to discuss the allegations under investigation or to gather~~the parties to obtain and present ~~relevant~~ evidence

~~3. Provide the parties with the same opportunities to have others present during any grievance proceeding~~, including ~~the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney~~

~~4. Not limit the choice~~, by speaking to witnesses; consulting with family members, confidential resources, or ~~presence of an advisor~~advisors; or otherwise preparing for ~~either the complainant or respondent~~or participating in ~~any meeting or~~ the grievance ~~proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties~~ procedures

~~5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate~~

~~6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report~~

~~7.~~ 5. Objectively evaluate all evidence that is relevant ~~evidence~~and not otherwise impermissible, including both inculpatory and exculpatory evidence, ~~and determine~~ including that credibility ~~in a manner that is~~determinations will not be based on a ~~person's~~person's status as ~~a~~ complainant, respondent, or witness

~~8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response~~

6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:

a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures

c. ~~Questions and~~ Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the ~~complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are~~complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct ~~alleged by the complainant~~ or ~~if the questions and~~ is evidence ~~concern~~about specific incidents of the ~~complainant's~~complainant's prior sexual ~~behavior~~conduct with ~~respect to~~ the respondent ~~and are~~that is offered to prove consent~~.~~ to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

CSBA NOTE: The following paragraph should be amended to reflect district practice regarding the process established to enable the decisionmaker to question parties and witnesses adequately to assess a party's or witness's credibility.

The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

~~Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.~~

CSBA NOTE: Districts with questions about the application of a collective bargaining agreement in the context of a Title IX investigation should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

~~**Written Decision**~~

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance procedures. The district should revise the following paragraph to reflect the timeline established by the district.

The investigator shall complete the investigation within ____ days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the person designated as the ~~decision-maker~~decisionmaker of the determination of responsibility ~~cannot~~may be the same person designated as the Title IX Coordinator~~, an~~ or designee and/or investigator, ~~or the person who considers appeals~~so long as there is no conflict of interest or bias. The following paragraph may be revised to reflect the position designated by the district to provide a written determination of responsibility. While designation decisions will depend on the size of the district, a best practice is to designate an upper-level administrator as the ~~decision-maker~~decisionmaker and designate the Superintendent as the person to consider appeals.

The Superintendent shall designate an employee as the ~~decision-maker~~decisionmaker to determine responsibility for the alleged conduct, who ~~shall not~~may be the Title IX Coordinator or ~~a person involved in~~ designee or the ~~investigation~~ investigator so long as there is no conflict of ~~the matter.~~interest or bias. (34 CFR 106.45)

~~After~~Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall: (34 CFR 106.45)

1. Use the ~~investigative report~~preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has ~~been sent to~~ occurred

2. Notify the parties ~~but before reaching a~~ in writing of the determination ~~regarding responsibility, the decision-maker~~of whether sex discrimination, including sex-based harassment, occurred

   The notification shall ~~afford each party the opportunity~~ include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to ~~submit~~appeal, if applicable.

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance procedures. The district should revise the following paragraph to reflect the timeline established by the district.

The written~~, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

~~The decision-maker~~ decision shall ~~issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)~~be issued within ____ days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

~~CSBA NOTE: 34 CFR 106.45 requires that the district's complaint process include a "reasonably prompt" timeframe for concluding the complaint process, but does not specify the number of days within which the final decision must be issued. Districts may revise the following paragraph to~~

include a different timeline as long as it would satisfy the requirement to act promptly.CSBA NOTE: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision, and requires the district to offer the parties an appeal process that at a minimum is the same as it offers in all other comparable proceedings, if any, including proceedings relating to other discrimination complaints, such as AR 4030 – Nondiscrimination in Employment. The district may revise the following section to reflect applicable timelines and appeal process established by the district.

The following section should also be revised to identify the person who has been designated as the decisionmaker(s) for the appeal. Pursuant to 34 CFR 106.45, the decisionmaker for the appeal cannot be the same person as the decisionmaker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

CSBA NOTE: 34 CFR 106.45 mandates that the district's complaint procedures state whether the district's determination of responsibility will be based on a "preponderance of evidence" standard or "clear and convincing evidence" standard. The following paragraph reflects the "preponderance of evidence" standard, which is a less stringent standard to prove misconduct, and should be revised if the district chooses to use a "clear and convincing evidence" standard. The standard selected by the district must be applied uniformly for all Title IX sexual harassment complaints. The district should consult with legal counsel in determining which standard to use.

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

~~Appeals~~

~~CSBA NOTE: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision. The district may revise the following section to reflect applicable timelines established by the district.~~

~~The following section should also be revised to identify the person who has been designated as the decision-maker(s) for the appeal. Pursuant to 34 CFR 106.45, the decision-maker for the appeal cannot be the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.~~

~~Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)~~

1. ~~Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties~~

2. ~~Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator~~

3. ~~Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome~~

4. ~~Issue a written decision describing the result of the appeal and the rationale for the result~~

5. ~~Provide the written decision simultaneously to both parties~~

~~An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.~~

~~A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.~~

Either party may appeal the district's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the district shall follow the appeal process as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

~~Remedies~~Extension of Timelines

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause, with notice to the parties that includes the reason for the delay.

Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies~~CSBA NOTE: 34 CFR 106.45 mandates that the district's Title IX complaint process list, or describe the range of possible remedies that the district may implement following any determination of responsibility. The following section may be revised to reflect district practice.~~

~~When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent.~~

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed ~~sexual~~sex discrimination, including sex-based harassment, or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

~~Record-Keeping~~

~~The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)~~

~~1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if~~

~~applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.~~

~~2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.~~

~~All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s),~~The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

CSBA NOTE: The following paragraph reflects Title IX record-keeping requirements pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474.

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures

2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented

3. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process~~.~~

~~3.~~ _____The district shall make such training materials ~~publicly available on its web site, or if the district does not maintain a web site,~~ available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure340.1):

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

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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 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~262.4~~270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	**Description**
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	**Description**
Court Decision	Reese v. Jefferson School District (~~2001~~2000, 9th Cir.) 208 F.3d 736

Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Department of Justice, Federal Bureau of Investigation Publication	National Incident-Based Reporting System (https://ucr.fbi.gov/nibrs/2018/resource-pages/nibrs_offense_definitions-2018.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Justice, Federal Bureau of Investigation (https://www.justice.gov/doj/federal-bureau-investigation)

Cross References

Code	Description
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action

4118	Dismissal/Suspension/Disciplinary Action
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4317.7	Employment Status Reports
4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment

Regulation 4319.12: Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** ~~10~~07/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

~~CSBA NOTE: Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibits discrimination based on sex, including sexual harassment, and mandates that the district adopt and publish complaint procedures.~~

~~The following administrative regulation reflects the Title IX complaint procedure detailed in 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, which must be used, effective August 14, 2020, to address any complaint of sexual harassment that meets the definition in 34 CFR 106.30. Pursuant to 34 CFR 106.30, allegations of sexual harassment governed by these regulations include (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. Alleged sexual harassment in employment that does not meet this definition should be addressed through the district's complaint procedures described in AR 4030 - Nondiscrimination in Employment.~~

~~34 CFR 106.44 requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not deliberately indifferent. 34 CFR 106.30 defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. A district is deliberately indifferent only if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.~~

~~Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving employees, the applicable collective bargaining agreement. Districts with questions about specific complaints are strongly encouraged to consult legal counsel.~~

~~Also see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment for information about prohibited conduct, training, required notifications, and processes for reporting sexual harassment.~~

CSBA NOTE: Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibits discrimination based on sex, including sex-based harassment, and **mandates** that the district adopt and publish complaint procedures. The following administrative regulation reflects the Title IX grievance procedures detailed in 34 CFR 106.44-106.45, as amended by 89 Fed. Reg. 33474.

Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving

employees, the applicable collective bargaining agreement. Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 – Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 – Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult with CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the procedures specified in AR 4030 - Nondiscrimination in Employment for this purpose.

See AR 4030 – Nondiscrimination in Employment. Also see BP/AR 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment for information about prohibited conduct, training, required notifications, and processes for reporting sex discrimination and sex-based harassment.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity ~~in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)~~ , was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the district, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

~~1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct~~

~~2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity~~

~~3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291~~

~~All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.~~

~~Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.~~

~~**Reporting Allegations/Filing a Formal Complaint**~~

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

CSBA NOTE: 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, requires that the district's grievance procedures follow specified basic requirements, which are reflected below.

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably

2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

   The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any

5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district may not disclose personally identifiable information obtained while complying with the Title IX complaint procedures, except as provided below.

Additionally, the district shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

CSBA NOTE: Pursuant to 34 CFR 106.2, as amended by 89 Fed. Reg. 33474, a "complaint" is defined as an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

~~CSBA NOTE: Pursuant to 34 CFR 106.30, the timeline for resolving a sexual harassment complaint begins when the district has actual knowledge of sexual harassment, defined as the receipt of a report by the Title IX Coordinator or other employee of an elementary or secondary school. The following paragraph reflects the requirement for any employee to forward the report to the Title IX Coordinator as stated in AR 4119.11/4219.11/4319.11 - Sexual Harassment and may be revised to reflect district practice.~~CSBA NOTE: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sex discrimination, including sex-based harassment, promptly and effectively, the Title IX Coordinator or designee should file a complaint even when the victim chooses not to do so, when, based on the considerations described below, the Title IX Coordinator or designee determines that a health or safety threat exists or when the district would be prevented from ensuring equal access based on sex in its programs or activities. In such cases, the alleged victim must receive notices as required by the Title IX regulations at specific points in the complaint process.

~~An employee who is~~ If the alleged victim chooses not to bring a complaint, or withdraws any or all of ~~sexual~~the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint

2. The victim's reasonable safety concerns regarding initiation of a complaint

3. The risk that additional acts of sex discrimination, including sex-based harassment ~~may submit~~, would occur if a ~~report~~complaint is not initiated

4. The severity of ~~sexual~~the alleged sex discrimination or sex-based harassment ~~to the district's Title IX Coordinator using the contact~~, including whether the discrimination, if established,

would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence

5. The age and relationship of the parties, including whether the respondent is an employee of the district

6. The scope of the alleged sex discrimination, including information ~~listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment~~suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals

7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred

8. Whether the ~~employee's direct supervisor or other~~ district ~~administrator, who shall forward~~could end the ~~report to~~ alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX ~~Coordinator within one day of receiving the report.~~

   ~~Upon receiving such a report~~grievance procedures

If, after considering these factors, the Title IX Coordinator ~~shall inform~~determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant ~~of the right to file a formal complaint and the process for filing a formal complaint.~~

~~A formal complaint, with the complainant's physical or digital signature, may be filed with~~or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX Coordinator ~~in person,~~ may initiate a complaint.

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by ~~mail, by email, or by any other method authorized by the district. (34 CFR 106.30)~~89 Fed. Reg. 33474, the Title IX Coordinator or designee is required to take the steps described below upon initiating a complaint.

~~CSBA NOTE: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sexual harassment in a manner that is not deliberately indifferent, the Title IX Coordinator should file a complaint in certain situations even when the victim chooses not to do so, including, but not limited to, when a safety threat exists. In such cases, the Title IX Coordinator and the alleged victim are not named parties to the case, but the alleged victim must receive notices as required by the Title IX regulations at specific points in the complaint process.~~

~~Even if the alleged victim chooses not to file a formal~~ If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall ~~file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall~~ provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process.

~~The Title IX Coordinator~~ The Title IX Coordinator shall also address reasonable concerns about the

victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district. (34 CFR 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, in addition to Title IX Coordinators or designees, investigators, and decisionmakers, persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures may not have a conflict of interest or bias for or against complainants or respondents generally, or an individual complainant or respondent, and are required to receive specified training.

The Title IX Coordinator or designee, investigator, ~~decision-maker~~decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.~~45~~8. (34 CFR 106.~~45)~~

~~**Supportive Measures**~~

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the Title IX Coordinator is required to monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, as specified below.

~~Upon receipt of a report of Title IX sexual~~ In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall ~~promptly contact the complainant to discuss the availability of supportive measures and shall consider~~monitor the ~~complainant's wishes with respect~~district for barriers to ~~the~~reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

CSBA NOTE: 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, requires districts to offer and coordinate supportive measures ~~implemented. Supportive~~ as described below. Pursuant to 34 CFR 106.2, as amended by 89 Fed. Reg. 33474, "supportive measures ~~shall be~~" are defined as individualized measures offered as appropriate, ~~as~~ reasonably available~~,~~ and without ~~charge to the~~ unreasonably burdening a complainant or ~~the~~ respondent ~~before~~, not for punitive or ~~after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment.~~disciplinary reasons, and without charging a fee to the complainant or respondent to (1) restore or preserve the party's access to the district's education program or activity, including measures that are designed to protect the safety of the parties or the district's

educational environment, or (2) provide support during the recipients' grievance procedures specified in 34 CFR 106.45 or during any informal resolution process as specified in 34 CFR 106.44.]

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling~~,~~; extensions of deadlines~~,~~ and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules~~,~~; mutual restrictions on contact~~,~~; changes in class or work locations~~,~~; leaves of absence~~,~~; increased security~~, and~~; monitoring of certain areas of the campus~~.~~ ~~(34 CFR 106.30, 106.44)~~

~~The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the~~ ; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district's provision of supportive measures~~.~~ ~~(34 CFR 106.30)~~ does not require the district, its employees, or any other persons authorized to provide aid, benefit, or service on the district's behalf to alter the alleged discriminatory conduct for the purpose of providing the supportive measures unless there is an allegation of sex-based harassment or retaliation.

Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the district is required to provide both parties for whom supportive measures have been implemented with the opportunity to challenge, to an impartial employee, the implementation of such measures. An "impartial employee" must be someone other than the employee who made the decision to provide the supportive measures which are being challenged, but who has the authority to modify or reverse the decision if the employee determines that the decision to provide, deny, modify, or terminate the supportive measures was inconsistent with the definition of supportive measures as specified in 34 CFR 106.2.

The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

CSBA NOTE: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. ~~Districts should also note that~~Additionally, Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process.

34 CFR 106.44 allows a student to be removed in emergency situations as described below, but 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, requires that a student ~~should~~ not be "disciplined" prior to a finding being made pursuant to the Title IX grievance process ~~established by 34 CFR 106.45.~~. Due to this inconsistency in state and federal law, districts are advised to consult CSBA's District and County Office of Education Legal Services of district legal counsel as to the manner of imposing an emergency removal.

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~immediate~~imminent and serious threat to the ~~physical~~ health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the ~~student~~respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the ~~Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)~~ IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

~~**Dismissal of Complaint**~~

~~The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed~~

~~by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)~~

~~Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)~~

~~If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.~~

~~**Informal Resolution Process**~~

~~When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)~~

~~The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)~~

Dismissal of Complaint

CSBA NOTE: The following section describes when the Title IX Coordinator or designee may dismiss a Title IX complaint and actions the Title IX Coordinator or designee is required to take when a complaint is dismissed pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The district is unable to identify the respondent after taking reasonable steps to do so
2. The respondent is not participating in the district's education program or activity and is not employed by the district
3. The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX

   Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.
4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance

procedures. The following paragraph should be revised to reflect the timeline established by the district.

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within _____ days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

CSBA NOTE: The following section reflects when the district may offer an informal resolution process, notification and consent requirements, criteria for the facilitator of the informal resolution process, and other required steps when an informal resolution process is implemented, as specified in 34 CFR 106.44, as amended by 89 Fed. Reg. 33474.

Additionally, 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, provides potential terms that may be included in an informal resolution agreement. Because such agreements will be fact-specific and reflective of sensitive topics, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel when drafting informal resolution agreements.

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)

1. Provides the parties with written notice disclosing the allegations~~,~~; the requirements of the informal resolution process~~,~~; the right to withdraw from the informal process and resume the formal complaint process~~, and any consequences resulting~~; the inability to initiate or resume complaint procedures arising from ~~participating in~~ the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that ~~records~~the agreement would only be binding on the parties; and the information that the district will ~~be maintained or~~ maintain and whether and how the district could ~~be shared.~~ disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed

2. Obtains the parties' voluntary~~, written~~ consent to the informal resolution process

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias

for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)

~~Written~~ Notice of Allegations

CSBA NOTE: The following section reflects the notice districts are required to provide to the parties pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

~~If~~ If the district initiates a formal ~~complaint is filed~~Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

2. ~~The allegations potentially constituting sexual harassment with sufficient details known~~ Sufficient information, available at the time, ~~including~~ to allow the parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident ~~if known,~~(s), the conduct allegedly constituting ~~sexual~~sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident ~~if known.~~

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited

~~1.~~ 4. A statement that the ~~respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process~~

~~2. The opportunity for the~~ parties are entitled to ~~have~~ an ~~advisor of their choice who may be, but is not required~~ equal opportunity to ~~be, an attorney, and the ability to inspect and review~~access the relevant and not otherwise impermissible evidence

~~3. The prohibition against knowingly making false statements~~ or ~~knowingly submitting false information during the complaint process~~an accurate description of such evidence, as specified

CSBA NOTE: The following paragraph is optional. Although not required by law, a best practice is to provide notice to the parties of the name of the investigator, facilitator, and ~~decision-~~

~~maker~~decisionmaker in order to give the parties an opportunity to raise concerns of conflict of interest or bias as prohibited by 34 CFR 106.45.

The above notice ~~shall~~may also include the name of the investigator, facilitator of an informal process, and ~~decision-maker~~decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator~~.~~ or designee.

Consolidation of Complaints

CSBA NOTE: The following section reflects the district's authority to consolidate complaints of sex discrimination, including sex-based harassment, as specified in 34 CFR 106.45, as amended by 89 Fed. Reg. 33474.

The district may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

CSBA NOTE: Pursuant to 34 CFR 106.45, when investigating a ~~formal~~ complaint, the burden of proof rests on the district and not on the parties. However, the district must obtain the party's voluntary, written consent to access, consider, disclose, or otherwise use a party's records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional, which are made and maintained in connection with the provision of treatment to the party.

~~34 CFR 106.45 authorizes, but does not require, the district to conduct a live hearing at which each party's advisor may ask the other party and any witnesses all relevant questions and follow-up questions. If the district chooses to include such a hearing as a component of its complaint procedure, the following list should be modified to include requirements for the hearing in accordance with 34 CFR 106.45.~~

The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

~~1.~~ 1. Provide an equal opportunity for the parties to present fact witnesses~~, including fact and expert witnesses,~~ and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible

2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance

3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:

a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence

If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.

b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence

c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures

~~2.~~ 4. ~~Not~~ Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of ~~either party to discuss the allegations under investigation or to gather~~the parties to obtain and present ~~relevant~~ evidence

~~3. Provide the parties with the same opportunities to have others present during any grievance proceeding~~, including ~~the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney~~

~~4. Not limit the choice~~, by speaking to witnesses; consulting with family members, confidential resources, or ~~presence of an advisor~~advisors; or otherwise preparing for ~~either the complainant or respondent~~or participating in ~~any meeting or~~ the grievance ~~proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties~~ procedures

~~5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate~~

~~6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report~~

~~7.~~ 5. Objectively evaluate all evidence that is relevant ~~evidence~~and not otherwise impermissible, including both inculpatory and exculpatory evidence, ~~and determine~~ including that credibility ~~in a manner that is~~determinations will not be based on a ~~person's~~person's status as ~~a~~ complainant, respondent, or witness

~~8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response~~

6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:

a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures

c. ~~Questions and~~ Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the ~~complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are~~complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct ~~alleged by the complainant~~ or ~~if the questions and~~ is evidence ~~concern~~about specific incidents of the ~~complainant's~~complainant's prior sexual ~~behavior~~conduct with ~~respect to~~ the respondent ~~and are~~that is offered to prove consent~~.~~ to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

CSBA NOTE: The following paragraph should be amended to reflect district practice regarding the process established to enable the decisionmaker to question parties and witnesses adequately to assess a party's or witness's credibility.

The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

~~Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.~~

CSBA NOTE: Districts with questions about the application of a collective bargaining agreement in the context of a Title IX investigation should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

~~**Written Decision**~~

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance procedures. The district should revise the following paragraph to reflect the timeline established by the district.

The investigator shall complete the investigation within ____ days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the person designated as the ~~decision-maker~~decisionmaker of the determination of responsibility ~~cannot~~may be the same person designated as the Title IX Coordinator~~, an~~ or designee and/or investigator, ~~or the person who considers appeals~~so long as there is no conflict of interest or bias. The following paragraph may be revised to reflect the position designated by the district to provide a written determination of responsibility. While designation decisions will depend on the size of the district, a best practice is to designate an upper-level administrator as the ~~decision-maker~~decisionmaker and designate the Superintendent as the person to consider appeals.

The Superintendent shall designate an employee as the ~~decision-maker~~decisionmaker to determine responsibility for the alleged conduct, who ~~shall not~~may be the Title IX Coordinator or ~~a person involved in~~ designee or the ~~investigation~~ investigator so long as there is no conflict of ~~the matter.~~interest or bias. (34 CFR 106.45)

~~After~~Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall: (34 CFR 106.45)

1. Use the ~~investigative report~~preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has ~~been sent to~~ occurred

2. Notify the parties ~~but before reaching a~~ in writing of the determination ~~regarding responsibility, the decision-maker~~of whether sex discrimination, including sex-based harassment, occurred

   The notification shall ~~afford each party the opportunity~~ include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to ~~submit~~appeal, if applicable.

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish reasonably prompt timeframes for the major stages of the grievance procedures. The district should revise the following paragraph to reflect the timeline established by the district.

The written~~, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

~~The decision-maker~~ decision shall ~~issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)~~be issued within ____ days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

~~CSBA NOTE: 34 CFR 106.45 requires that the district's complaint process include a "reasonably prompt" timeframe for concluding the complaint process, but does not specify the number of days within which the final decision must be issued. Districts may revise the following paragraph to~~

include a different timeline as long as it would satisfy the requirement to act promptly.CSBA NOTE: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision, and requires the district to offer the parties an appeal process that at a minimum is the same as it offers in all other comparable proceedings, if any, including proceedings relating to other discrimination complaints, such as AR 4030 – Nondiscrimination in Employment. The district may revise the following section to reflect applicable timelines and appeal process established by the district.

The following section should also be revised to identify the person who has been designated as the decisionmaker(s) for the appeal. Pursuant to 34 CFR 106.45, the decisionmaker for the appeal cannot be the same person as the decisionmaker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

CSBA NOTE: 34 CFR 106.45 mandates that the district's complaint procedures state whether the district's determination of responsibility will be based on a "preponderance of evidence" standard or "clear and convincing evidence" standard. The following paragraph reflects the "preponderance of evidence" standard, which is a less stringent standard to prove misconduct, and should be revised if the district chooses to use a "clear and convincing evidence" standard. The standard selected by the district must be applied uniformly for all Title IX sexual harassment complaints. The district should consult with legal counsel in determining which standard to use.

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

~~Appeals~~

~~CSBA NOTE: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision. The district may revise the following section to reflect applicable timelines established by the district.~~

~~The following section should also be revised to identify the person who has been designated as the decision-maker(s) for the appeal. Pursuant to 34 CFR 106.45, the decision-maker for the appeal cannot be the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.~~

~~Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)~~

1. ~~Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties~~

2. ~~Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator~~

3. ~~Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome~~

4. ~~Issue a written decision describing the result of the appeal and the rationale for the result~~

5. ~~Provide the written decision simultaneously to both parties~~

~~An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.~~

~~A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.~~

Either party may appeal the district's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the district shall follow the appeal process as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

~~Remedies~~Extension of Timelines

CSBA NOTE: Pursuant to 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, the district is required to establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause, with notice to the parties that includes the reason for the delay.

Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies~~CSBA NOTE: 34 CFR 106.45 mandates that the district's Title IX complaint process list, or describe the range of possible remedies that the district may implement following any determination of responsibility. The following section may be revised to reflect district practice.~~

~~When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent.~~

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed ~~sexual~~sex discrimination, including sex-based harassment, or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

~~Record-Keeping~~

~~The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)~~

~~1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if~~

~~applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.~~

~~2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.~~

~~All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s),~~The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

CSBA NOTE: The following paragraph reflects Title IX record-keeping requirements pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474.

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures

2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented

3. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process~~.~~

~~3.~~ _____The district shall make such training materials ~~publicly available on its web site, or if the district does not maintain a web site,~~ available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure340.1):

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

6. All training materials addressing the prohibition and investigation of childhood sexual assault

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~262.4~~270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	**Description**
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	**Description**
Court Decision	Reese v. Jefferson School District (~~2001~~2000, 9th Cir.) 208 F.3d 736

Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Department of Justice, Federal Bureau of Investigation Publication	National Incident-Based Reporting System (https://ucr.fbi.gov/nibrs/2018/resource-pages/nibrs_offense_definitions-2018.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Justice, Federal Bureau of Investigation (https://www.justice.gov/doj/federal-bureau-investigation)

Cross References

Code	Description
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action

4118	Dismissal/Suspension/Disciplinary Action
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4317.7	Employment Status Reports
4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment

Exhibit 4119.12-E(1): Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: ADOPTED

Original Adopted Date: 10/01/2020 | **Last Revised Date:** 07/01/2024 | **Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

~~CSBA NOTE: 34 CFR 106.8 requires the district to provide notice to employees, bargaining units, and job applicants of its policy prohibiting sexual harassment and its grievance procedures that provide for the prompt and equitable resolution of sexual harassment complaints. The following exhibit presents a sample notification that meets these requirements and may be modified to reflect district practice. For a sample notice for students and parents/guardians, see E 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

~~Pursuant to 34 CFR 106.8, the district must provide the Title IX Coordinator's contact information on its web site and in any employee handbook. In addition, state law (Education Code 231.5) requires that the district's sexual harassment policy be provided to employees at the beginning of the school year and when newly hired, displayed in district and school offices, and included in any publication that sets forth standards of employee conduct.~~

CSBA NOTE: 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires the district to provide notice to employees, bargaining units, and job applicants that the district does not discriminate on the basis of sex as required by Title IX; that inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or to the U.S. Department of Education, Office for Civil Rights; the Title IX Coordinator's contact information; how to locate the district's policy prohibiting sex discrimination, including sex-based harassment, the district's grievance procedures that provide for the prompt and equitable resolution of sex discrimination and sex-based harassment complaints; how to report information about conduct that may constitute sex discrimination, including sex-based harassment; and how to make a complaint of sex discrimination, including sex-based harassment. The following exhibit presents a sample notification that meets these requirements.

Pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, the notice is required to be prominently included on the district's website, and in each handbook, catalog, announcement, bulletin, and application that it makes available to employees, bargaining units, and job applicants. If necessary due to the format or size of any publication specified above, the Superintendent or designee may include in the publication a statement that the district prohibits sex discrimination in any education program or activity that it operates and that individuals may report concerns or questions to the district's Title IX Coordinator, and provide the website location of the notice of nondiscrimination.

Additionally, Education Code 231.5 requires that the district's sexual harassment policy be provided to employees at the beginning of the school year and when newly hired, prominently displayed in

district and school offices, and included in any publication that sets forth standards of employee conduct.

NOTICE OF TITLE IX ~~SEXUAL HARASSMENT POLICY~~NONDISCRIMINATION

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment, in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

~~Title IX requires a school~~The district is required, as specified in Title IX, to take ~~immediate~~prompt and ~~appropriate~~equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

CSBA NOTE: The district should enter the name/title and contact information of the district's Title IX Coordinator below. Such information should be consistent with the person/position identified in AR ~~5145.7 - Sexual~~4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment.

The district has designated and authorized the following employee(s) as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including ~~sexual harassment, sexual assault, dating violence, domestic violence, and stalking~~sex-based harassment:

_____
(name and/or title/position)
_____
(address)
_____
(telephone number)
_____
(email address)

CSBA NOTE: The district may expand the following paragraph to include other means of contact or reporting methods available in the district, such as online submission forms or mobile applications.

Pursuant to 34 CFR 106.8, the district must provide notice to employees, bargaining units, and job applicants of the district's grievance procedures, and process, including how to report ~~or file a formal complaint of sexual~~conduct that may constitute sex discrimination ~~and/or~~, including sex-based harassment, ~~and how the district will respond~~or file a complaint of sex discrimination, including sex-based harassment.

Any individual may report sex discrimination, including ~~sexual~~sex-based harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of ~~sexual~~sex discrimination, including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on ~~sexual~~sex discrimination, including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see ~~BP/AR~~Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 ~~-~~ ~~Sexual~~– Sex Discrimination and Sex-Based Harassment, and ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures on the district's ~~web site~~ website at _____(insert website link)_____.

To inspect or obtain a copy of the district's ~~sexual~~ sex discrimination and sex-based harassment policies and administrative regulations, please contact:_____(insert location/phone/email of contact person) _____.

Materials used to train employees; the Title IX Coordinator~~,~~; investigator(s), ~~decision-maker~~decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person (s) who facilitates an informal resolution process , are ~~also~~ ~~publicly~~ available ~~on the district's web site or~~ at the district office upon request.

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U.S. Department of Justice, Federal Bureau of Investigation Publication	National Incident-Based Reporting System (https://ucr.fbi.gov/nibrs/2018/resource-pages/nibrs_offense_definitions-2018.pdf)

Website	CSBA District and County Office of Education Legal Services
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Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Justice, Federal Bureau of Investigation (https://www.justice.gov/doj/federal-bureau-investigation)

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Exhibit 4219.12-E(1): Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 10/01/2020 **| Last Revised Date:** 07/01/2024 **| Last Reviewed Date:** ~~10~~07/01/2020~~2024~~

~~CSBA NOTE: 34 CFR 106.8 requires the district to provide notice to employees, bargaining units, and job applicants of its policy prohibiting sexual harassment and its grievance procedures that provide for the prompt and equitable resolution of sexual harassment complaints. The following exhibit presents a sample notification that meets these requirements and may be modified to reflect district practice. For a sample notice for students and parents/guardians, see E 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

~~Pursuant to 34 CFR 106.8, the district must provide the Title IX Coordinator's contact information on its web site and in any employee handbook. In addition, state law (Education Code 231.5) requires that the district's sexual harassment policy be provided to employees at the beginning of the school year and when newly hired, displayed in district and school offices, and included in any publication that sets forth standards of employee conduct.~~

CSBA NOTE: 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires the district to provide notice to employees, bargaining units, and job applicants that the district does not discriminate on the basis of sex as required by Title IX; that inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or to the U.S. Department of Education, Office for Civil Rights; the Title IX Coordinator's contact information; how to locate the district's policy prohibiting sex discrimination, including sex-based harassment, the district's grievance procedures that provide for the prompt and equitable resolution of sex discrimination and sex-based harassment complaints; how to report information about conduct that may constitute sex discrimination, including sex-based harassment; and how to make a complaint of sex discrimination, including sex-based harassment. The following exhibit presents a sample notification that meets these requirements.

Pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, the notice is required to be prominently included on the district's website, and in each handbook, catalog, announcement, bulletin, and application that it makes available to employees, bargaining units, and job applicants. If necessary due to the format or size of any publication specified above, the Superintendent or designee may include in the publication a statement that the district prohibits sex discrimination in any education program or activity that it operates and that individuals may report concerns or questions to the district's Title IX Coordinator, and provide the website location of the notice of nondiscrimination.

Additionally, Education Code 231.5 requires that the district's sexual harassment policy be provided to employees at the beginning of the school year and when newly hired, prominently displayed in

district and school offices, and included in any publication that sets forth standards of employee conduct.

NOTICE OF TITLE IX ~~SEXUAL HARASSMENT POLICY~~NONDISCRIMINATION

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment, in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

~~Title IX requires a school~~The district is required, as specified in Title IX, to take ~~immediate~~prompt and ~~appropriate~~equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

CSBA NOTE: The district should enter the name/title and contact information of the district's Title IX Coordinator below. Such information should be consistent with the person/position identified in AR~~5145.7 - Sexual~~4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment.

The district has designated and authorized the following employee(s) as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including ~~sexual harassment, sexual assault, dating violence, domestic violence, and stalking~~sex-based harassment:

Director of Human Resources

position title

4350 Otay Mesa Road, San Ysidro, CA 92173

address

(619) 428-4476 Ext. 3012

telephone number

Efrain.Burciaga@sysdschools.org

email

CSBA NOTE: The district may expand the following paragraph to include other means of contact or reporting methods available in the district, such as online submission forms or mobile applications.

Pursuant to 34 CFR 106.8, the district must provide notice to employees, bargaining units, and job applicants of the district's grievance procedures, and process, including how to report ~~or file a formal complaint of sexual~~conduct that may constitute sex discrimination ~~and/or~~, including sex-based harassment, ~~and how the district will respond~~or file a complaint of sex discrimination, including sex-based harassment.

Any individual may report sex discrimination, including ~~sexual~~sex-based harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of ~~sexual~~ sex discrimination, including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on ~~sexual~~sex discrimination, including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see ~~BP/AR~~Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 ~~- Sexual~~ – Sex Discrimination and Sex-Based Harassment, and ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures on the district's ~~web site~~ website at https://simbli.eboardsolutions.com/Policy/PolicyListing.aspx?S=36030895.

To inspect or obtain a copy of the district's ~~sexual~~ sex discrimination and sex-based harassment policies and administrative regulations, please contact:

Director of Human Resources

position title

4350 Otay Mesa Road, San Ysidro, CA 92173

address

(619) 428-4476 Ext. 3012

telephone number

Efrain.Burciaga@sysdschools.org

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Materials used to train employees; the Title IX Coordinator~~r~~,; investigator(s), ~~decision-maker~~decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person (s) who facilitates an informal resolution process , are ~~also publicly~~ available ~~on the district's web site or~~ at the district office upon request.

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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 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion

Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training

Federal	**Description**
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources	**Description**
Court Decision	Reese v. Jefferson School District (~~2001~~2000, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Department of Justice, Federal Bureau of Investigation Publication	National Incident-Based Reporting System (https://ucr.fbi.gov/nibrs/2018/resource-pages/nibrs_offense_definitions-2018.pdf)

Website	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Justice, Federal Bureau of Investigation (https://www.justice.gov/doj/federal-bureau-investigation)

Cross References

Code	Description
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4317.7	Employment Status Reports

4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment

Exhibit 4319.12-E(1): Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 10/01/2020 **| Last Revised Date:** 07/01/2024 **| Last Reviewed Date:** ~~10~~07/01/2020~~2024~~

~~CSBA NOTE: 34 CFR 106.8 requires the district to provide notice to employees, bargaining units, and job applicants of its policy prohibiting sexual harassment and its grievance procedures that provide for the prompt and equitable resolution of sexual harassment complaints. The following exhibit presents a sample notification that meets these requirements and may be modified to reflect district practice. For a sample notice for students and parents/guardians, see E 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

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Ed. Code 48900	Grounds for suspension or expulsion

Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	**Description**
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	**Description**
Court Decision	Reese v. Jefferson School District (~~2001~~2000, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896 (https://www.federalregister.gov/documents/2024/04/29/2024-07915/nondiscrimination-on-the-basis-of-sex-in-education-programs-or-activities-receiving-federal)
U.S. Department of Justice, Federal Bureau of Investigation Publication	National Incident-Based Reporting System (https://ucr.fbi.gov/nibrs/2018/resource-pages/nibrs_offense_definitions-2018.pdf)

Website	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Justice, Federal Bureau of Investigation (https://www.justice.gov/doj/federal-bureau-investigation)

Cross References

Code	Description
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4119.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
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4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4219.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4317.7	Employment Status Reports

4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment
4319.11	~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment

Policy 4112.9: Employee Notifications

Status: ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** ~~05~~06/01/~~2020~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2020~~2024

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

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State	Description
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members

Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice

Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48851.3	Education of students in foster care and students who are homeless
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications ~~regarding~~ Workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record
Federal	**Description**
20 USC 2354	Local application for career and technical education programs

29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 100	Nondiscrimination under programs receiving federal assistance
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources	Description
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances

3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel

4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
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4258	Employee Security
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4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
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4315	Evaluation/Supervision
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4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
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4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4357.1	Work-Related Injuries
4358	Employee Security
4358	Employee Security
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves

4361.5	Military Leave
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5141.21	Administering Medication And Monitoring Health Conditions
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5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6117	Year-Round Schedules
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6178	Career Technical Education
6178	Career Technical Education
9310	Board Policies
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4212.9: Employee Notifications

Status: ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** ~~05~~06/01/~~2020~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2020~~2024

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

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2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members

Ed. Code 22461	Postretirement compensation limitation
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Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice

Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48851.3	Education of students in foster care and students who are homeless
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
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Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications ~~regarding~~ Workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record
Federal	**Description**
20 USC 2354	Local application for career and technical education programs

29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 100	Nondiscrimination under programs receiving federal assistance
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources	Description
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances

3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel

4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
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4161.1	Personal Illness/Injury Leave
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Policy 4312.9: Employee Notifications

Status: ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** ~~05~~06/01/~~2020~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2020~~2024

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Exhibit 4112.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** ~~12~~6/01/~~2023~~2024

CSBA NOTE: The following exhibit lists notices ~~which~~that the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to employees. Other notices may exist and be identified in the future.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: BP 6117
Subject: Public hearing on implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, ~~migrant~~ students who are migratory, and ~~students participating in a~~ newcomer ~~program~~students.

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per school year
Education or Other Legal Code: Education Code 49414.7
Board Policy/Administrative Regulation #: 5141.21
Subject: Request for volunteers to be trained to administer stock albuterol inhalers

When/Whom to Notify: At least once per school year
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: 5141.21
Subject: Request for volunteers to be trained to administer anti-seizure medication

When/Whom to Notify: At least once per year
Education or Other Legal Code: Education Code 49414.3
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available

employee assistance programs

When/Whom to Notify: Upon employment
Education or Other Legal Code: Government Code 21029
Board Policy/Administrative Regulation #: None
Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds
Education or Other Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: AR 3513.3
Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information
Education or Other Legal Code: Health and Safety Code 120875, 120880
Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire and other employees upon request, in districts with 25 or more employees
Education or Other Legal Code: Labor Code 230.1
Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2
Subject: Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse

When/Whom to Notify: With each paycheck
Education or Other Legal Code: Labor Code 246
Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1
Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave
Education or Other Legal Code: Labor Code 1034
Board Policy/Administrative Regulation #: BP 4033
Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees
Education or Other Legal Code: Labor Code 2800.2
Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account
Education or Other Legal Code: Labor Code 2810.7
Board Policy/Administrative Regulation #: None
Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period
Education or Other Legal Code: Labor Code 3551
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, and remain posted for not less than 15 calendar days, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable
Where: Prominently display in all places where notices to employees concerning workplace rules or regulations are customarily posted
Education or Other Legal Code: Labor Code 6409.6
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan

When/Whom to Notify: Prior to beginning employment
Education or Other Legal Code: Penal Code 11165.7, 11166.5
Board Policy/Administrative Regulation #: AR 5141.4
Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment and when leaving work due to pregnancy or nonoccupational sickness or injury
Education or Other Legal Code: Unemployment Insurance Code 2613
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses
Education or Other Legal Code: Welfare and Institutions Code 827

Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees
Education or Other Legal Code: 34 CFR 106.8
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Education or Other Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Education or Other Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees
Education or Other Legal Code: Education Code 35171
Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Education or Other Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee
Education or Other Legal Code: Education Code 44664
Board Policy/Administrative Regulation #: AR 4115
Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees
Education or Other Legal Code: Education Code 44842
Board Policy/Administrative Regulation #: AR 4112.1
Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter
Education or Other Legal Code: Education Code 44916
Board Policy/Administrative Regulation #: AR 4112.1, AR 4121
Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15
Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5
Board Policy/Administrative Regulation #: BP 4116
Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year
Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Education or Other Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee
Education or Other Legal Code: Education Code 44948.3
Board Policy/Administrative Regulation #: AR 4118
Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15
Education or Other Legal Code: Education Code 44949, 44955
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released
Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated

employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated
Education or Other Legal Code: Education Code 44955.5
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts
Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion
Education or Other Legal Code: Education Code 48201
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct
Education or Other Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7/4317.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When a classified employee is subject to disciplinary action for cause, in a nonmerit district
Education or Other Legal Code: Education Code 45113
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to

lack of work or lack of funds
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification
Education or Other Legal Code: Education Code 45169
Board Policy/Administrative Regulation #: AR 4212
Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted
Education or Other Legal Code: Education Code 45192, 45195
Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11
Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents
Education or Other Legal Code: 13 CCR 1234
Board Policy/Administrative Regulation #: AR 3542
Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter
Education or Other Legal Code: 13 CCR 2480
Board Policy/Administrative Regulation #: AR 3542
Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment
Education or Other Legal Code: 49 CFR 382.113, 382.601
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus
Education or Other Legal Code: 49 CFR 382.303
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42

Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Education or Other Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
Education or Other Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year
Education or Other Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return
Education or Other Legal Code: Government Code 20997
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Education or Other Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information
Education or Other Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23
Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed
Education or Other Legal Code: Labor Code 230
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Accommodations and leave for victims of domestic violence

When/Whom to Notify: Within one working day of work-related injury or victimization of crime
Education or Other Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Education or Other Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter
Education or Other Legal Code: 8 CCR 3204
Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemicals are present, within 15 working days after receiving a monitoring result related

to an employee exposure determination
Education or Other Legal Code: 8 CCR 5191
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Contents of 8 CCR 5191, including location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area
Education or Other Legal Code: 8 CCR 5194
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Requirements of 8 CCR 5194, including any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave
Education or Other Legal Code: 38 USC 4334
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave
Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee
Education or Other Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

When/Whom to Notify: To all employees working with families experiencing homelessness
Education or Other Legal Code: Education Code 48851.3, 42 USC 11432
Board Policy/Administrative Regulation #: AR 6173
Subject: Duties of district liaison for homeless students and availability of training and services

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss

Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48851.3	Education of students in foster care and students who are homeless
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification

H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications ~~regarding~~ Workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record
Federal	**Description**
20 USC 2354	Local application for career and technical education programs
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 100	Nondiscrimination under programs receiving federal assistance
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment

4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security

4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
4258	Employee Security
4258	Employee Security
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves

4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4357.1	Work-Related Injuries
4358	Employee Security
4358	Employee Security
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
5141.21	Administering Medication And Monitoring Health Conditions

5141.21	Administering Medication And Monitoring Health Conditions
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6117	Year-Round Schedules
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6178	Career Technical Education
6178	Career Technical Education
9310	Board Policies
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Exhibit 4212.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** ~~12~~6/01/~~2023~~2024

CSBA NOTE: The following exhibit lists notices ~~which~~that the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to employees. Other notices may exist and be identified in the future.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: BP 6117
Subject: Public hearing on implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, ~~migrant~~ students who are migratory, and ~~students participating in a~~ newcomer ~~program~~students.

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per school year
Education or Other Legal Code: Education Code 49414.7
Board Policy/Administrative Regulation #: 5141.21
Subject: Request for volunteers to be trained to administer stock albuterol inhalers

When/Whom to Notify: At least once per school year
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: 5141.21
Subject: Request for volunteers to be trained to administer anti-seizure medication

When/Whom to Notify: At least once per year
Education or Other Legal Code: Education Code 49414.3
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available

employee assistance programs

When/Whom to Notify: Upon employment
Education or Other Legal Code: Government Code 21029
Board Policy/Administrative Regulation #: None
Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds
Education or Other Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: AR 3513.3
Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information
Education or Other Legal Code: Health and Safety Code 120875, 120880
Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire and other employees upon request, in districts with 25 or more employees
Education or Other Legal Code: Labor Code 230.1
Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2
Subject: Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse

When/Whom to Notify: With each paycheck
Education or Other Legal Code: Labor Code 246
Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1
Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave
Education or Other Legal Code: Labor Code 1034
Board Policy/Administrative Regulation #: BP 4033
Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees
Education or Other Legal Code: Labor Code 2800.2
Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account
Education or Other Legal Code: Labor Code 2810.7
Board Policy/Administrative Regulation #: None
Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period
Education or Other Legal Code: Labor Code 3551
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, and remain posted for not less than 15 calendar days, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable
Where: Prominently display in all places where notices to employees concerning workplace rules or regulations are customarily posted
Education or Other Legal Code: Labor Code 6409.6
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan

When/Whom to Notify: Prior to beginning employment
Education or Other Legal Code: Penal Code 11165.7, 11166.5
Board Policy/Administrative Regulation #: AR 5141.4
Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment and when leaving work due to pregnancy or nonoccupational sickness or injury
Education or Other Legal Code: Unemployment Insurance Code 2613
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses
Education or Other Legal Code: Welfare and Institutions Code 827

Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees
Education or Other Legal Code: 34 CFR 106.8
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Education or Other Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Education or Other Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees
Education or Other Legal Code: Education Code 35171
Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Education or Other Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee
Education or Other Legal Code: Education Code 44664
Board Policy/Administrative Regulation #: AR 4115
Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees
Education or Other Legal Code: Education Code 44842
Board Policy/Administrative Regulation #: AR 4112.1
Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter
Education or Other Legal Code: Education Code 44916
Board Policy/Administrative Regulation #: AR 4112.1, AR 4121
Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15
Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5
Board Policy/Administrative Regulation #: BP 4116
Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year
Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Education or Other Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee
Education or Other Legal Code: Education Code 44948.3
Board Policy/Administrative Regulation #: AR 4118
Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15
Education or Other Legal Code: Education Code 44949, 44955
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released
Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated

employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated
Education or Other Legal Code: Education Code 44955.5
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts
Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion
Education or Other Legal Code: Education Code 48201
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct
Education or Other Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7/4317.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When a classified employee is subject to disciplinary action for cause, in a nonmerit district
Education or Other Legal Code: Education Code 45113
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to

lack of work or lack of funds
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification
Education or Other Legal Code: Education Code 45169
Board Policy/Administrative Regulation #: AR 4212
Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted
Education or Other Legal Code: Education Code 45192, 45195
Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11
Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents
Education or Other Legal Code: 13 CCR 1234
Board Policy/Administrative Regulation #: AR 3542
Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter
Education or Other Legal Code: 13 CCR 2480
Board Policy/Administrative Regulation #: AR 3542
Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment
Education or Other Legal Code: 49 CFR 382.113, 382.601
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus
Education or Other Legal Code: 49 CFR 382.303
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42

Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Education or Other Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
Education or Other Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year
Education or Other Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return
Education or Other Legal Code: Government Code 20997
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Education or Other Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information
Education or Other Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23
Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed
Education or Other Legal Code: Labor Code 230
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Accommodations and leave for victims of domestic violence

When/Whom to Notify: Within one working day of work-related injury or victimization of crime
Education or Other Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Education or Other Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter
Education or Other Legal Code: 8 CCR 3204
Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemicals are present, within 15 working days after receiving a monitoring result related

to an employee exposure determination
Education or Other Legal Code: 8 CCR 5191
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Contents of 8 CCR 5191, including location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area
Education or Other Legal Code: 8 CCR 5194
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Requirements of 8 CCR 5194, including any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave
Education or Other Legal Code: 38 USC 4334
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave
Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee
Education or Other Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

When/Whom to Notify: To all employees working with families experiencing homelessness
Education or Other Legal Code: Education Code 48851.3, 42 USC 11432
Board Policy/Administrative Regulation #: AR 6173
Subject: Duties of district liaison for homeless students and availability of training and services

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss

Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48851.3	Education of students in foster care and students who are homeless
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification

H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications ~~regarding~~ Workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record

Federal	**Description**
20 USC 2354	Local application for career and technical education programs
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 100	Nondiscrimination under programs receiving federal assistance
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment

4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
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4115	Evaluation/Supervision
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4116	Probationary/Permanent Status
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4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security

4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
4258	Employee Security
4258	Employee Security
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves

4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4357.1	Work-Related Injuries
4358	Employee Security
4358	Employee Security
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
5141.21	Administering Medication And Monitoring Health Conditions

5141.21	Administering Medication And Monitoring Health Conditions
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5145.3	Nondiscrimination/Harassment
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6117	Year-Round Schedules
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9321	Closed Session
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9321-E(2)	Closed Session

Exhibit 4312.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** ~~12~~6/01/~~2023~~2024

CSBA NOTE: The following exhibit lists notices ~~which~~that the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to employees. Other notices may exist and be identified in the future.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: BP 6117
Subject: Public hearing on implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, ~~migrant~~ students who are migratory, and ~~students participating in a~~ newcomer ~~program~~students.

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per school year
Education or Other Legal Code: Education Code 49414.7
Board Policy/Administrative Regulation #: 5141.21
Subject: Request for volunteers to be trained to administer stock albuterol inhalers

When/Whom to Notify: At least once per school year
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: 5141.21
Subject: Request for volunteers to be trained to administer anti-seizure medication

When/Whom to Notify: At least once per year
Education or Other Legal Code: Education Code 49414.3
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available

employee assistance programs

When/Whom to Notify: Upon employment
Education or Other Legal Code: Government Code 21029
Board Policy/Administrative Regulation #: None
Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds
Education or Other Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: AR 3513.3
Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information
Education or Other Legal Code: Health and Safety Code 120875, 120880
Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire and other employees upon request, in districts with 25 or more employees
Education or Other Legal Code: Labor Code 230.1
Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2
Subject: Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse

When/Whom to Notify: With each paycheck
Education or Other Legal Code: Labor Code 246
Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1
Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave
Education or Other Legal Code: Labor Code 1034
Board Policy/Administrative Regulation #: BP 4033
Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees
Education or Other Legal Code: Labor Code 2800.2
Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account
Education or Other Legal Code: Labor Code 2810.7
Board Policy/Administrative Regulation #: None
Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period
Education or Other Legal Code: Labor Code 3551
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, and remain posted for not less than 15 calendar days, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable
Where: Prominently display in all places where notices to employees concerning workplace rules or regulations are customarily posted
Education or Other Legal Code: Labor Code 6409.6
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan

When/Whom to Notify: Prior to beginning employment
Education or Other Legal Code: Penal Code 11165.7, 11166.5
Board Policy/Administrative Regulation #: AR 5141.4
Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment and when leaving work due to pregnancy or nonoccupational sickness or injury
Education or Other Legal Code: Unemployment Insurance Code 2613
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses
Education or Other Legal Code: Welfare and Institutions Code 827

Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees
Education or Other Legal Code: 34 CFR 106.8
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Education or Other Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Education or Other Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees
Education or Other Legal Code: Education Code 35171
Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Education or Other Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee
Education or Other Legal Code: Education Code 44664
Board Policy/Administrative Regulation #: AR 4115
Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees
Education or Other Legal Code: Education Code 44842
Board Policy/Administrative Regulation #: AR 4112.1
Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter
Education or Other Legal Code: Education Code 44916
Board Policy/Administrative Regulation #: AR 4112.1, AR 4121
Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15
Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5
Board Policy/Administrative Regulation #: BP 4116
Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year
Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Education or Other Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee
Education or Other Legal Code: Education Code 44948.3
Board Policy/Administrative Regulation #: AR 4118
Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15
Education or Other Legal Code: Education Code 44949, 44955
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released
Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated

employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated
Education or Other Legal Code: Education Code 44955.5
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts
Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion
Education or Other Legal Code: Education Code 48201
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct
Education or Other Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7/4317.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When a classified employee is subject to disciplinary action for cause, in a nonmerit district
Education or Other Legal Code: Education Code 45113
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to

lack of work or lack of funds
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification
Education or Other Legal Code: Education Code 45169
Board Policy/Administrative Regulation #: AR 4212
Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted
Education or Other Legal Code: Education Code 45192, 45195
Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11
Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents
Education or Other Legal Code: 13 CCR 1234
Board Policy/Administrative Regulation #: AR 3542
Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter
Education or Other Legal Code: 13 CCR 2480
Board Policy/Administrative Regulation #: AR 3542
Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment
Education or Other Legal Code: 49 CFR 382.113, 382.601
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus
Education or Other Legal Code: 49 CFR 382.303
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42

Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Education or Other Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
Education or Other Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year
Education or Other Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return
Education or Other Legal Code: Government Code 20997
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Education or Other Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information
Education or Other Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23
Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed
Education or Other Legal Code: Labor Code 230
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Accommodations and leave for victims of domestic violence

When/Whom to Notify: Within one working day of work-related injury or victimization of crime
Education or Other Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Education or Other Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter
Education or Other Legal Code: 8 CCR 3204
Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemicals are present, within 15 working days after receiving a monitoring result related

to an employee exposure determination
Education or Other Legal Code: 8 CCR 5191
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Contents of 8 CCR 5191, including location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area
Education or Other Legal Code: 8 CCR 5194
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Requirements of 8 CCR 5194, including any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave
Education or Other Legal Code: 38 USC 4334
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave
Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee
Education or Other Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

When/Whom to Notify: To all employees working with families experiencing homelessness
Education or Other Legal Code: Education Code 48851.3, 42 USC 11432
Board Policy/Administrative Regulation #: AR 6173
Subject: Duties of district liaison for homeless students and availability of training and services

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause

Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48851.3	Education of students in foster care and students who are homeless
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session

Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications ~~regarding~~ Workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record

Federal	**Description**
20 USC 2354	Local application for career and technical education programs
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 100	Nondiscrimination under programs receiving federal assistance
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans

41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records

4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety

4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
4258	Employee Security
4258	Employee Security
4261.1	Personal Illness/Injury Leave

4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4357.1	Work-Related Injuries
4358	Employee Security
4358	Employee Security
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave

4361.8	Family Care And Medical Leave
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6117	Year-Round Schedules
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6178	Career Technical Education
6178	Career Technical Education
9310	Board Policies
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4121: Temporary/Substitute Personnel **Status:** ADOPTED

Original Adopted Date: 07/01/2012 **| Last Revised Date:** ~~12~~06/01/2015~~2015~~2024 **| Last Reviewed Date:** ~~12~~06/01/~~2015~~2024

CSBA NOTE: The following optional policy is subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this policy is inconsistent with provisions of a collective bargaining agreement, the collective bargaining agreement would prevail, so long as the applicable provision in the collective bargaining agreement is consistent with law.

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year ~~for~~in positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

CSBA NOTE: Education Code 44956 and 44957 require that districts give employees who are laid off pursuant to Education Code 44955 priority for substitute service during the period of preferred right to reemployment. The period of preferred right to reemployment is 39 months for laid-off permanent employees and 24 months for probationary employees; see BP 4117.3~~-~~– Personnel Reduction.

Pursuant to Education Code 44956, if a laid-off permanent employee serves as a substitute in any position requiring certification for ~~any~~ 21 days or more within a period of 60 school days, ~~he/she is entitled to~~the compensation ~~not~~that the substitute employee receives for substitute service during the entire 60-day period shall not be less than the amount the employee would receive if ~~he/she were being~~the employee had been reappointed ~~and retroactive to the first day of the substitute service~~. Education Code 44957 does not contain similar provisions for probationary employees; such employees are paid according to the salary schedule for substitute employees adopted by the Governing Board, regardless of the number of days worked as a substitute.

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

Classification

CSBA NOTE: A certificated ~~employee's~~ employee's classification as a substitute, temporary, probationary, or permanent employee governs the statutory job protections to which ~~he/she~~the employee is entitled and the procedures that apply if ~~he/she~~the employee is not reelected; see ~~section below entitled "~~the "Release from Employment/Dismissal~~.~~" section below. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise regarding such classification.

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

CSBA NOTE: The following two paragraphs describe circumstances under which the Education Code expressly defines a position as temporary. In both *Bakersfield Elementary Teachers Association v. Bakersfield City School District* and *California Teachers Association v. Vallejo City Unified School District*, the courts determined that it was inappropriate to classify certificated employees as temporary on the basis of the provisional status of their credential (i.e., those serving under an intern credential, provisional internship permit, short-term staff permit, emergency teaching permit, or credential waiver). According to the courts, districts may classify as temporary employees only those persons who are specified to be temporary employees in the Education Code. All other certificated employees who cannot be properly classified as substitute or permanent employees must be classified as probationary employees.

One circumstance under which a teacher may be classified as a temporary employee is when the district needs an additional teacher for a period of one semester to one year because of teacher absence due to leaves or long-term illness, as authorized in Education Code 44920. As provided below, Education Code 44920 requires the Board to determine the number of temporary employees that may be hired under these circumstances. In *McIntyre v. Sonoma Valley Unified School District*, the court clarified that a ~~district's~~district's ability to classify an employee as temporary pursuant to Education Code 44920 is not dependent upon a one-to-one match of temporary employees to employees on leave. Rather, all that is required is that the number of temporary teachers not exceed the total number of employees on leave at any one time.

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee, even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

~~The~~Additionally, the Board ~~also~~ shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)

2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)

3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district

(Education Code 44919)

4. Serve in a position for a period not to exceed 20 working days, in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)

CSBA NOTE: Item #5 below applies only to high school and unified districts.

5. Serve only for the first semester, because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)

For purposes of classifying employees pursuant to ~~item~~Item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

CSBA NOTE: Education Code 44909 authorizes districts to employ certificated employees in programs and projects conducted under contract with public or private agencies or through categorically funded projects which are not required by federal or state statutes, and provides that such persons may be employed for periods less than a full school year. Pursuant to Education Code 44909, the terms and conditions under which such persons are employed must be mutually agreed upon by the employee and the Board, be in writing, and as amended by AB 897 (Ch. 548, Statutes of 2023), include the expected end date of employment, the source of funding, and the nature of the categorically funded program or project.

Pursuant to Education Code 44909, such persons may be terminated at the expiration of the contract or specially funded project without regard to termination procedures required for probationary or permanent employees. In *Stockton Teachers Association v. Stockton Unified School District*, the court of appeals clarified that "the expiration of the contract" refers to the contract between the district and the agency providing categorical funds, not a contract between the district and employee. Thus, the district may not hire a person for more or less than the term of the contract or project and treat such a person as a temporary employee. Education Code 44909 does not apply to a regularly credentialed employee who has been employed in the district's regular educational programs as a probationary employee before being subsequently assigned to any one of these programs, or as amended by AB 897, to a teacher of classes for adults.

CSBA recommends that districts use a separate employment agreement tailored to employees hired pursuant to Education Code 44909. Districts ~~should consult legal counsel as necessary~~with questions regarding employment agreements or the classification or termination of employees hired pursuant to Education Code 44909. ~~Also, it is recommended that districts use a separate employment agreement tailored to these employees.~~ should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. ~~He/she~~An employee may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

CSBA NOTE: Pursuant to Government Code 3540.1, exclusive representatives of employees for purposes of negotiations may include representation of all public school employees other than management and confidential employees, as defined. Thus, substitute and temporary personnel may have the right to be represented. In cases where substitute and temporary employees are not represented, the Board may determine whether to include such employees in the ~~district's~~district's health and welfare plan and other benefits. Although Options 1 and 2 below address temporary employees only, a district may modify either option as necessary to reflect its treatment of substitute employees. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel ~~if it has any~~ regarding questions about the provision of benefits to substitute and temporary employees.

OPTION 1: (Temporary employees participate in district benefits)

Temporary employees shall participate in the health and welfare plans or other fringe benefits of the district.

OPTION 1 ENDS HERE

~~OPTION 2: (Temporary employees do not participate in district benefits)~~

~~Temporary employees shall not participate in the health and welfare plans or other fringe benefits of the district.~~

~~OPTION 2 ENDS HERE~~

Paid Sick Leave

CSBA NOTE: Labor Code 245-249 (the Healthy Workplaces, Healthy Families ~~Act), as added by~~ AB ~~1522 (Ch. 317, Statutes of 2014), require~~) requires districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including temporary and substitute employees. In implementing this requirement, Labor Code 246~~, as amended by AB 304 (Ch. 67, Statutes of 2015),~~ permits the district to use any of the options specified below.

Option 1 provides for paid leave accrual based on one hour for every 30 hours worked. Option 2 allows an alternative accrual method that provides for a regular accrual basis ~~and~~, ensures that the employee receives 24 hours of paid sick leave by the 120th day of ~~his/her~~ employment.~~,~~ and, as amended by SB 616 (Ch. 309, Statutes of 2023), provides at least 40 hours of accrued sick leave or paid time off by the 200th calendar day of employment, each calendar year, or 12–month period. If a district implements Option 1 or Option 2, Labor Code 246 allows, but does not require, the district to limit employees' use of accrued paid sick days to 40 hours each year of employment, calendar year, or 12-month period. Option 3 is for any district that credits employees with ~~24~~40 hours of paid sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year. In addition, pursuant to Labor Code 245.5, ~~as amended by AB 304,~~ retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions. The district should select the option below which corresponds to its approach under Labor Code 246.

Additional requirements of Labor Code 245-249 include, but are not limited to, display of a poster containing specified information at every workplace, provision of each ~~employee's~~employee's sick leave balance on ~~his/her~~ the employee's wage statements, and maintenance of leave usage documentation for three years.

The provisions of Labor Code 245-249 are very broad~~ and only~~. However, district employees covered by a valid collective bargaining agreement may be~~ exempted from them,~~exempt if the collective bargaining agreement (1) expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, (2) includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and (3) provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Even for employees covered by a valid collective bargaining agreement, Labor Code 246.5, as amended by SB 616, extends procedural protections against retaliation to such employees. Since many districts may not satisfy all the conditions for this exemption, the following optional section reflects the requirements of Labor Code 245-249. Any district whose collective bargaining agreement meets all the conditions for exemption may modify this section accordingly. For sick leave for full-time and part-time certificated employees and additional requirements of Labor Code 245-249, see AR 4161.1/4361.1 - Personal Illness/Injury Leave. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

~~OPTION 1: Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)~~

~~OPTION 1 ENDS HERE~~

~~OPTION 2: (Paid leave accrual based on one hour for every 30 hours worked)~~

~~Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 80 hours or ten days. However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)~~

~~OPTION 1 ENDS HERE~~

~~OPTION 2: (Paid leave accrual method that provides for a regular accrual basis)~~

~~Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of employment shall accrue, on a regular basis, paid sick leave of up to 24 hours by the 120th calendar day of his/her employment or each calendar year or 12-month period. , and at least 40 hours of accrued sick leave by the 200th calendar day of employment, each calendar year, or 12--month period. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours.80 hours or ten days. However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)~~

~~OPTION 2 ENDS HERE~~

OPTION 3: (Paid leave that credits employees with sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year)

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of ~~his/her~~ their employment shall be credited with ~~24~~40 hours or five days of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

OPTION 3 ENDS HERE

CSBA NOTE: following paragraph applies to ~~all the~~Options 1, 2, and 3 above ~~options~~.

Any temporary or substitute employee may begin to use accrued paid sick days on the 90th day of ~~his/her~~ employment, after which ~~he/she~~the employee may use the sick days as they are accrued. (Labor Code 246)

CSBA NOTE: The following paragraph applies to ~~all of the~~Options 1, 2, and 3 above ~~options~~ and reflects the intent of Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following paragraph may be revised to include additional reasons for which temporary or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, ~~as amended by AB 304 (Ch. 67, Statutes of 2015),~~ a district is not required to inquire into the purposes for which an employee uses paid leave.

A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. ~~His/her~~The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in ~~AR~~Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

CSBA NOTE: Pursuant to Education Code 44954, if a district decides not to reelect for the following year a temporary employee who has served at least 75 percent of the days in the school year, the district must so notify that employee by the end of the school year. In *Neily v. Manhattan Beach Unified School District*, the court held that Education Code 37200, which defines a school year as ending June 30, is applicable for determining the deadline for this notification, not the last day that students and teachers are in their classrooms.

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one

school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as ~~he/she~~the employee is notified, before the last day of June, of the district's decision not to reelect ~~him/her~~ the temporary employee for the following school year. (Education Code 37200, 44954)

Reemployment as a Probationary Employee

CSBA NOTE: Education Code 44917, 44918, and 44920 provide that a substitute or temporary employee who performs the duties of a certificated employee for a complete school year, or for at least 75 percent of the days in the school year, shall be given credit for a complete year as a probationary employee if ~~he/she~~ the employee is then employed as a probationary employee the following school year, as provided below. However, in *McIntyre v. Sonoma Valley Unified School District*, the court clarified that a district is not required to grant probationary status to an employee based solely on the fact that ~~he/she~~the employee served as a temporary employee for more than one year if the employee is released and reemployed as a temporary employee for the following year to fill the position of a regularly employed person absent from service.

Reemployment provisions contained in Education Code 44918 do not apply to districts with average daily attendance of over ~~400~~250,000; such districts should modify the following section accordingly.

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, ~~his/her~~ the employee's previous employment as a temporary or substitute employee shall be credited as one ~~year's~~year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to ~~item~~Item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to ~~item~~ Item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant position in the district for which ~~he/she~~the employee is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the

employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

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 5502	Filing of notice of physical examination for employment of retired person
5 CCR 5503	Physical examination for employment of retired persons
5 CCR 5590	Temporary athletic ~~teach~~team coach
5 CCR 80025-80025.5	Emergency substitute teaching permits
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22515	Irrevocable election to join retirement plan
Ed. Code 37200	School calendar
Ed. Code 44252.5	State basic skills assessment required for certificated personnel
Ed. Code 44300	Emergency permits
Ed. Code 44830	Employment of certificated persons
Ed. Code 44839.5	Requirements for employment of retirant
Ed. Code 44845	Date of employment
Ed. Code 44846	Criteria for reemployment preferences
Ed. Code 44909	Employees providing services through categorically funded programs
Ed. Code 44914	Substitute and probationary employment computation for classification as permanent employee
Ed. Code 44915	Classification of probationary employees
Ed. Code 44916	Written statement of employment status
Ed. Code 44917	Classification of substitute employees
Ed. Code 44918	Substitute or temporary employee deemed probationary employee; reemployment rights
Ed. Code 44919	Classification of temporary employees; classifications
Ed. Code 44920	Employment of certain temporary employees; classifications
Ed. Code 44921	Employment of temporary employees; reemployment rights (unified and high school districts)

Ed. Code 44953	Dismissal of substitute employees
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44956	Rights of laid-off permanent employees to substitute positions
Ed. Code 44957	Rights of laid-off probationary employees to substitute positions
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 45030	Substitutes
Ed. Code 45041	Computation of salary
Ed. Code 45042	Alternative method of computation for less than one school year
Ed. Code 45043	Compensation for employment beginning in the second semester
Ed. Code 56060-56063	Substitute teachers in special education
Gov. Code 3540.1	Public employment; definitions
Lab. Code 220	Sections inapplicable to public employees
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014

Management Resources	**Description**
Court Decision	Kavanaugh v. West Sonoma Union High School District (2003) 29 Cal.4th 911
Court Decision	McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170
Court Decision	Neily v. Manhattan Beach Unified School District (2011) 192 Cal.App.4th 187
Court Decision	Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
Court Decision	Bakersfield Elementary Teachers Association v. Bakersfield City School District (2006) 145 Cal.App.4th 1260
Court Decision	California Teachers Association v. Vallejo City Unified School District (2007) 149 Cal.App.4th 135
Website	CSBA District and County Office of Education Legal Services

Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	Description
0500	Accountability
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.2	Certification
4112.2	Certification
4112.3	Oath Or Affirmation
4112.3-E(1)	Oath Or Affirmation
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113	Assignment
4113	Assignment
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits

4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.3	Oath Or Affirmation
4212.3-E(1)	Oath Or Affirmation
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4217.3	Layoff/Rehire
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.3	Oath Or Affirmation
4312.3-E(1)	Oath Or Affirmation
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.14	Postretirement Employment
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches

4340	Bargaining Units
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
5141.52	Suicide Prevention
5141.52	Suicide Prevention
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education

Regulation 4121: Temporary/Substitute Personnel **Status:** ADOPTED

Original Adopted Date: 06/01/1997 | **Last Revised Date:** ~~07~~06/01/~~2012~~2024 | **Last Reviewed Date:** ~~07~~06/01/~~2012~~2024

CSBA NOTE: The following optional administrative regulation is subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

Qualifications

Any candidate recommended by the Superintendent or designee for a substitute or temporary position requiring certification qualifications shall possess the appropriate credential or permit authorizing ~~his/her~~ employment in such position and shall meet all other requirements of law for certificated positions. (Education Code 44830)

The district shall not initially hire a certificated person on a substitute or temporary basis in a capacity designated in ~~his/her~~the person's credential unless ~~he/she~~the person has demonstrated basic skills proficiency in reading, writing, and mathematics pursuant to Education Code 44252.5, ~~unless~~or is exempted by law. (Education Code 44830)

A noncredentialed person shall not substitute for any special education certificated position. The Superintendent or designee shall recruit and maintain lists of appropriately credentialed substitute teachers for special education positions. ~~He/she~~The Superintendent or designee shall contact institutes of higher education with approved special education programs for possible recommendations of appropriately credentialed special education personnel. (Education Code 56060, 56063)

Notifications

CSBA NOTE: Education Code 44915 and 44916 require the Governing Board to classify substitute and temporary employees at the time of initial employment and each July thereafter; see the accompanying Board policy. In addition, Education Code 44916 requires the district to provide temporary employees written notice of their status at the time of initial employment. In *Kavanaugh v. West Sonoma County Union High School District*, the California Supreme Court determined that a temporary employee who received such notice three weeks after she started work was probationary rather than temporary. Although the notice was sent immediately after the ~~board~~Board approved the ~~employee's~~employee's appointment at the first available meeting, the ~~court~~Supreme Court found that an employee must receive notice of temporary classification before starting work.

Temporary athletic team coaches may be an exception to the notice requirement. In *Neily v. Manhattan Beach Unified School District*, a dismissed employee argued that, because the district did not provide a written statement of classification in accordance with Education Code 44916, it had a mandatory duty to classify him as a probationary employee. However, the court did not accept that the only path to defining a position as temporary is through district notification of that

classification~~,~~ and held that a second path to defining a position as temporary is ~~through a specific section of the~~pursuant to Education Code ~~that~~44919, which expressly defines the position as temporary. The court determined that a temporary athletic team coach who holds no other position in the district is deemed a temporary employee pursuant to Education Code 44919. See also BP/AR 4127 – Temporary Athletic Team Coaches.

~~At the time of initial employment during each school year~~Before starting work, each new temporary employee shall receive a written statement indicating ~~his/her~~ employment status and salary. This statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed. (Education Code 44916)

~~Time of initial employment means before the employee starts work. (Kavanaugh v. West Sonoma County Union High School District)~~

The Superintendent or designee shall notify all substitute and part-time certificated employees, within 30 days of their hire, of their right to elect membership in a defined benefit program under a qualified retirement plan. The employee shall sign a form provided by the system to acknowledge receipt of this notice and to indicate whether ~~he/she~~the employee elects or declines membership. Election of membership shall be irrevocable for all future employment to perform creditable service. (Education Code 22455.5, 22515)

Assignments

CSBA NOTE: 5 CCR 80025-80025.5 specify restrictions pertaining to the number of days that an emergency substitute permit holder may substitute for any one teacher during the school year; see BP/AR 4112.2 - Certification.

A person who holds an emergency 30-day substitute permit, emergency career substitute permit, emergency substitute permit for prospective teachers, or emergency substitute permit for career technical education shall be restricted in the number of days ~~he/she~~the employee may substitute for any one teacher in accordance with 5 CCR 80025-80025.5.

In placing substitute teachers in special education classrooms, the district shall give first priority to substitute teachers with the appropriate special education credential(s), second priority to substitute teachers with any other special education credential, and third priority to substitute teachers with a regular teaching credential. An inappropriately credentialed substitute teacher shall not serve as a substitute for a special education teacher for a period of more than 20 cumulative school days for each special education teacher absent during each school year. The district may apply to the Superintendent of Public Instruction for an extension of 20 school days, or for a longer period in extraordinary circumstances. (Education Code 56060~~-~~, 56061, 56062)

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Policy Reference Disclaimer:
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State	Description
5 CCR 5502	Filing of notice of physical examination for employment of retired person
5 CCR 5503	Physical examination for employment of retired persons

5 CCR 5590	Temporary athletic ~~teach~~team coach
5 CCR 80025-80025.5	Emergency substitute teaching permits
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22515	Irrevocable election to join retirement plan
Ed. Code 37200	School calendar
Ed. Code 44252.5	State basic skills assessment required for certificated personnel
Ed. Code 44300	Emergency permits
Ed. Code 44830	Employment of certificated persons
Ed. Code 44839.5	Requirements for employment of retirant
Ed. Code 44845	Date of employment
Ed. Code 44846	Criteria for reemployment preferences
Ed. Code 44909	Employees providing services through categorically funded programs
Ed. Code 44914	Substitute and probationary employment computation for classification as permanent employee
Ed. Code 44915	Classification of probationary employees
Ed. Code 44916	Written statement of employment status
Ed. Code 44917	Classification of substitute employees
Ed. Code 44918	Substitute or temporary employee deemed probationary employee; reemployment rights
Ed. Code 44919	Classification of temporary employees; classifications
Ed. Code 44920	Employment of certain temporary employees; classifications
Ed. Code 44921	Employment of temporary employees; reemployment rights (unified and high school districts)
Ed. Code 44953	Dismissal of substitute employees
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44956	Rights of laid-off permanent employees to substitute positions
Ed. Code 44957	Rights of laid-off probationary employees to substitute positions
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 45030	Substitutes
Ed. Code 45041	Computation of salary

Ed. Code 45042	Alternative method of computation for less than one school year
Ed. Code 45043	Compensation for employment beginning in the second semester
Ed. Code 56060-56063	Substitute teachers in special education
Gov. Code 3540.1	Public employment; definitions
Lab. Code 220	Sections inapplicable to public employees
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014

Management Resources	**Description**
Court Decision	Kavanaugh v. West Sonoma Union High School District (2003) 29 Cal.4th 911
Court Decision	McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170
Court Decision	Neily v. Manhattan Beach Unified School District (2011) 192 Cal.App.4th 187
Court Decision	Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
Court Decision	Bakersfield Elementary Teachers Association v. Bakersfield City School District (2006) 145 Cal.App.4th 1260
Court Decision	California Teachers Association v. Vallejo City Unified School District (2007) 149 Cal.App.4th 135
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

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4112.3	Oath Or Affirmation
4112.3-E(1)	Oath Or Affirmation
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113	Assignment
4113	Assignment
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.3	Oath Or Affirmation
4212.3-E(1)	Oath Or Affirmation
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.9	Employee Notifications

4212.9-E(1)	Employee Notifications
4217.3	Layoff/Rehire
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.3	Oath Or Affirmation
4312.3-E(1)	Oath Or Affirmation
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.14	Postretirement Employment
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4340	Bargaining Units
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
5141.52	Suicide Prevention
5141.52	Suicide Prevention
6175	Migrant Education Program
6175	Migrant Education Program

6200	Adult Education
6200	Adult Education

Policy 4127: Temporary Athletic Team Coaches

Status: ADOPTED

Original Adopted Date: 03/01/2010 | **Last Revised Date:** ~~05~~06/01/~~2017~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2017~~2024

The Governing Board acknowledges that well-trained coaches are vital to the success of the experience of students in sports and interscholastic athletic activities, and therefore desires to employ highly qualified coaches for the district's ~~sports and~~ interscholastic athletic ~~programs~~activities in order to enhance the knowledge, skills, motivation, and safety of ~~student athletes.~~participating students.

The Superintendent or designee may hire a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. Interscholastic athletic activities include any activities in which student teams participate in interscholastic competition. (5 CCR 5590)

CSBA NOTE: When hiring a temporary athletic team coach, Education Code 44919 requires districts to first make the position available to a credentialed teacher presently employed by the district. In *CTA v. Rialto Unified School District*, the California Supreme Court held that the law is intended to grant a current certificated employee a limited advantage in the hiring process over a noncertificated employee or a nonemployee, provided that the applicant applies for the position and meets qualification criteria established by the district.

When hiring a person to fill a position as a temporary athletic activity team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

CSBA NOTE: 5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation (CIF) has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to applicable law, Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

Noncertificated coaches shall have no authority to assign grades to students. (5 CCR 5591)

Qualifications and Training

CSBA NOTE: 5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see the accompanying administrative regulation.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

CSBA NOTE: Pursuant to Education Code 49024, any noncertificated employee or volunteer who works with students in a district-sponsored student activity program, such as a scholastic program,

an interscholastic athletic program, or extracurricular activities, is required to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check. See BP/AR 1240 - Volunteer Assistance and AR 4112.5/4212.5/4312.5 - Criminal Record Check. Thus, the Governing Board may (1) choose to require a temporary athletic team coach to obtain the ASCC or a DOJ/FBI criminal background check~~;~~, (2) permit an individual, at ~~his/her~~the individual's discretion, to obtain either the ASCC or DOJ/FBI check~~;~~, or (3) apply different requirements to different positions in the district (e.g., head coaches vs. assistant coaches; employees vs. volunteers). The following paragraph should be modified to reflect district practice.

In addition, Education Code 45125.01 allows multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program.

Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic ~~program~~activity shall, prior to beginning ~~his/her~~the individual's duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance. (Education Code 49024)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

CSBA NOTE: Education Code 49032 requires that all high school coaches complete a district or CIF-developed coaching education program that meets the guidelines of Education Code 35179.1 ~~and~~ , which, as amended by AB 245 (Ch. 422, Statutes of 2023), includes training ~~on~~in cardiopulmonary resuscitation, use of an automated external defibrillator (AED), and first aid that includes but is not limited to training in recognizing the signs, symptoms, and appropriate response to concussions~~.~~, heat illness, and cardiac arrest. Additionally, Education Code 33479.6~~, as added by AB 1639 (Ch. 792, Statutes of 2016),~~ requires coaches~~, beginning July 1, 2017,~~ to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. ~~See~~For more information regarding training of interscholastic athletic activity coaches, see the accompanying administrative regulation.

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6, 35179.1, and 49032, and by district policy.

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Policy Reference Disclaimer:

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State	Description
5 CCR 5531	Supervision of extracurricular activities of students
5 CCR 5590-5596	Duties of temporary athletic team coaches
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179-35179.~~7~~8	Interscholastic athletics
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332-44332.5	Temporary certificates
Ed. Code 44424	Conviction of a crime
Ed. Code 44808	Liability when students are not on school property
Ed. Code 44916	Written statement of employment status
Ed. Code 44919	Classification of temporary employees; classifications
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45347	Instructional aides subject to requirements for classified staff
Ed. Code 45349	Use of volunteers to supervise or instruct students
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49030-49034	Performance enhancing substances
Ed. Code 49406	Examination for tuberculosis
Health & Safety Code 124238-124238.5	Nevaeh Youth Sports Safety Act

Management Resources	Description
California Interscholastic Federation Publication	California Interscholastic Federation Constitution and Bylaws (https://www.cifstate.org/governance/constitution/index)
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999 (https://www.cifstate.org/coaches-admin/pvh/index)
Commission on Teacher Credentialing Publication	~~10-11~~ Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), Coded Correspondence 10-11, July 20, 2010
Court Decision	CTA v. Rialto Unified School District (1997) 14 Cal. 4th 627
Court Decision	Kavanaugh v. West Sonoma Union High School District (2003) 29 Cal.4th 911
Court Decision	Neily v. Manhattan Beach Unified School District (2011) 192 Cal.App.4th 187

CSBA Publication	~~Steroids and Students: What Boards Need to Know, Policy Brief, July 2005~~Preventing Catastrophic Heat Illness, Governance Brief, July 2018 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/201807PreventingCatastrophicHeatIllness.ashx?la=en&rev=7436c3554336486db014b55033426ebc)
CSBA Publication	Concussions in Student Athletes and How To Reduce Risk, Fact Sheet, January 2016 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/201601ConcussionsInStudentAthletes.ashx?la=en&rev=5426e7214aa540819e2534a64c1ec82d)
Website	CSBA District and County Office of Education Legal Services
Website	Positive Coaching Alliance (https://positivecoach.org/)
Website	National Athletic Trainers' Association
Website	California Interscholastic Federation
Website	California Athletic Trainers' Association
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
1230	School-Connected Organizations
1230	School-Connected Organizations
1240	Volunteer Assistance
1240	Volunteer Assistance
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4212.4	Health Examinations

4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.63	Steroids
5131.63	Steroids
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition

Policy 4227: Temporary Athletic Team Coaches

Status: ADOPTED

Original Adopted Date: 03/01/2010 | **Last Revised Date:** ~~05~~06/01/~~2017~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2017~~2024

The Governing Board acknowledges that well-trained coaches are vital to the success of the experience of students in sports and interscholastic athletic activities, and therefore desires to employ highly qualified coaches for the district's ~~sports and~~ interscholastic athletic ~~programs~~activities in order to enhance the knowledge, skills, motivation, and safety of ~~student athletes.~~participating students.

The Superintendent or designee may hire a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. Interscholastic athletic activities include any activities in which student teams participate in interscholastic competition. (5 CCR 5590)

CSBA NOTE: When hiring a temporary athletic team coach, Education Code 44919 requires districts to first make the position available to a credentialed teacher presently employed by the district. In *CTA v. Rialto Unified School District*, the California Supreme Court held that the law is intended to grant a current certificated employee a limited advantage in the hiring process over a noncertificated employee or a nonemployee, provided that the applicant applies for the position and meets qualification criteria established by the district.

When hiring a person to fill a position as a temporary athletic activity team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

CSBA NOTE: 5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation (CIF) has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to applicable law, Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

Noncertificated coaches shall have no authority to assign grades to students. (5 CCR 5591)

Qualifications and Training

CSBA NOTE: 5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see the accompanying administrative regulation.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

CSBA NOTE: Pursuant to Education Code 49024, any noncertificated employee or volunteer who works with students in a district-sponsored student activity program, such as a scholastic program,

an interscholastic athletic program, or extracurricular activities, is required to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check. See BP/AR 1240 - Volunteer Assistance and AR 4112.5/4212.5/4312.5 - Criminal Record Check. Thus, the Governing Board may (1) choose to require a temporary athletic team coach to obtain the ASCC or a DOJ/FBI criminal background check~~;~~, (2) permit an individual, at ~~his/her~~the individual's discretion, to obtain either the ASCC or DOJ/FBI check~~;~~, or (3) apply different requirements to different positions in the district (e.g., head coaches vs. assistant coaches; employees vs. volunteers). The following paragraph should be modified to reflect district practice.

In addition, Education Code 45125.01 allows multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program.

Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic ~~program~~activity shall, prior to beginning ~~his/her~~the individual's duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance. (Education Code 49024)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

CSBA NOTE: Education Code 49032 requires that all high school coaches complete a district or CIF-developed coaching education program that meets the guidelines of Education Code 35179.1 ~~and~~ , which, as amended by AB 245 (Ch. 422, Statutes of 2023), includes training ~~on~~in cardiopulmonary resuscitation, use of an automated external defibrillator (AED), and first aid that includes but is not limited to training in recognizing the signs, symptoms, and appropriate response to concussions~~.~~, heat illness, and cardiac arrest. Additionally, Education Code 33479.6~~, as added by AB 1639 (Ch. 792, Statutes of 2016),~~ requires coaches~~, beginning July 1, 2017,~~ to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. ~~See~~For more information regarding training of interscholastic athletic activity coaches, see the accompanying administrative regulation.

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6, 35179.1, and 49032, and by district policy.

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Policy 4327: Temporary Athletic Team Coaches

Status: ADOPTED

Original Adopted Date: 03/01/2010 | **Last Revised Date:** ~~05~~06/01/~~2017~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2017~~2024

The Governing Board acknowledges that well-trained coaches are vital to the success of the experience of students in sports and interscholastic athletic activities, and therefore desires to employ highly qualified coaches for the district's ~~sports and~~ interscholastic athletic ~~programs~~activities in order to enhance the knowledge, skills, motivation, and safety of ~~student athletes.~~participating students.

The Superintendent or designee may hire a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. Interscholastic athletic activities include any activities in which student teams participate in interscholastic competition. (5 CCR 5590)

CSBA NOTE: When hiring a temporary athletic team coach, Education Code 44919 requires districts to first make the position available to a credentialed teacher presently employed by the district. In *CTA v. Rialto Unified School District*, the California Supreme Court held that the law is intended to grant a current certificated employee a limited advantage in the hiring process over a noncertificated employee or a nonemployee, provided that the applicant applies for the position and meets qualification criteria established by the district.

When hiring a person to fill a position as a temporary athletic activity team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

CSBA NOTE: 5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation (CIF) has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to applicable law, Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

Noncertificated coaches shall have no authority to assign grades to students. (5 CCR 5591)

Qualifications and Training

CSBA NOTE: 5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see the accompanying administrative regulation.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

CSBA NOTE: Pursuant to Education Code 49024, any noncertificated employee or volunteer who works with students in a district-sponsored student activity program, such as a scholastic program,

an interscholastic athletic program, or extracurricular activities, is required to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check. See BP/AR 1240 - Volunteer Assistance and AR 4112.5/4212.5/4312.5 - Criminal Record Check. Thus, the Governing Board may (1) choose to require a temporary athletic team coach to obtain the ASCC or a DOJ/FBI criminal background check~~;~~, (2) permit an individual, at ~~his/her~~the individual's discretion, to obtain either the ASCC or DOJ/FBI check~~;~~, or (3) apply different requirements to different positions in the district (e.g., head coaches vs. assistant coaches; employees vs. volunteers). The following paragraph should be modified to reflect district practice.

In addition, Education Code 45125.01 allows multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program.

Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic ~~program~~activity shall, prior to beginning ~~his/her~~the individual's duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance. (Education Code 49024)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

CSBA NOTE: Education Code 49032 requires that all high school coaches complete a district or CIF-developed coaching education program that meets the guidelines of Education Code 35179.1 ~~and~~ , which, as amended by AB 245 (Ch. 422, Statutes of 2023), includes training ~~on~~in cardiopulmonary resuscitation, use of an automated external defibrillator (AED), and first aid that includes but is not limited to training in recognizing the signs, symptoms, and appropriate response to concussions~~.~~, heat illness, and cardiac arrest. Additionally, Education Code 33479.6~~, as added by AB 1639 (Ch. 792, Statutes of 2016),~~ requires coaches~~, beginning July 1, 2017,~~ to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. ~~See~~For more information regarding training of interscholastic athletic activity coaches, see the accompanying administrative regulation.

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6, 35179.1, and 49032, and by district policy.

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Regulation 4127: Temporary Athletic Team Coaches **Status:** ADOPTED

Original Adopted Date: 03/01/2010 | **Last Revised Date:** ~~05~~06/01/~~2017~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2017~~2024

Qualifications

CSBA NOTE: 5 CCR 5593 establishes minimum qualifications for certificated and noncertificated employees assigned as temporary athletic team coaches. Pursuant to 5 CCR 5593, the Superintendent or designee is required to certify to the Governing Board that each newly hired coach meets the requirements of 5 CCR 5593; see the accompanying Board policy.

The district should modify the following section to reflect any additional criteria. Districts may consider developing specific criteria for each ~~coaching~~interscholastic athletic activity coach position.

Minimum qualifications for temporary athletic team coaches shall include, but are not necessarily limited to, competencies in the following areas: (5 CCR 5593)

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures, as evidenced by one or more of the following:

    a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card

    b. A valid sports injury certificate or first aid card, and a valid CPR card

    c. A valid Emergency Medical Technician (EMT) I or II card

    d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)

    e. Possession of both valid CPR and first aid cards and practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning

2. Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:

    a. Completion of a college course in coaching theory and techniques

    b. Completion of ~~inservice~~in-service programs arranged by a school district or county office of education

    c. Prior service as a student coach or assistant athletic coach in the sport or game being coached

d. Prior coaching in community youth athletic programs in the sport being coached

e. Prior participation in organized competitive athletics at the high school level or above in the sport being coached

3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at the high school level, regulations of the California Interscholastic Federation (CIF)

4. Knowledge of child or adolescent psychology, as appropriate, as it relates to sport participation, as evidenced by one or more of the following:

a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions

b. Completion of a seminar or workshop on human growth and development of youth

c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (5 CCR 5593)

CSBA NOTE: The qualifications required by 5 CCR 5593 for employees serving as temporary athletic team coaches do not apply to volunteer coaches. The following optional paragraph is for use by districts that require volunteers who supervise or direct an athletic program to meet those same qualifications. For more information regarding volunteer assistance in schools, see BP/AR 1240 – Volunteer Assistance.

Volunteers who supervise or direct an athletic program shall meet the qualification criteria specified in 5 CCR 5593 required for temporary athletic team coaches employed by the district. Any volunteer who does not meet such criteria shall serve only under the supervision of a fully qualified coach and shall not be given charge of an athletic program.

Additional Qualifications of Noncertificated Personnel and Volunteers

In addition to the qualifications listed above, any noncertificated employee or volunteer assigned as a temporary athletic team coach shall: (5 CCR 5592)

1. Be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district

2. Not have been convicted of any offense referred to in Education Code 44010, 44011, or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children

CSBA NOTE: Pursuant to Education Code 49024 ~~requires~~, any noncertificated employee or volunteer who works with students in a district-sponsored student activity program, including

scholastic programs, interscholastic athletic ~~program to~~programs, and extracurricular activities, must obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing or ~~to~~ clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning ~~his/her~~ duties. See the accompanying Board policy.

Any noncertificated employee or volunteer assigned as a temporary athletic team coach shall obtain an Activity Supervisor Clearance Certificate or a criminal background check in accordance with Board policy. (Education Code 49024)

Training

CSBA NOTE: The following paragraph is for use by districts that maintain high schools. Education Code 49032 requires that all high school coaches complete a coaching education program developed by the district or the California Interscholastic Federation (CIF) that meets the guidelines listed in Education Code 35179.1 ~~and includes training on the signs, symptoms, and appropriate response to concussions.~~ , as amended by AB 245 (Ch. 422, Statutes of 2023), and includes training in cardiopulmonary resuscitation, use of an automated external defibrillator (AED), and first aid that includes, but is not limited to, training in recognizing the signs, symptoms, and appropriate response to concussions, heat illness, and cardiac arrest. Pursuant to Health and Safety Code 124238.5, as added by AB 1467 (Ch. 24, Statutes of 2023), beginning January 1, 2027, districts are required to provide student athletes with access to an AED during any official practice or match that, when medical circumstances warrant its use, is administered by a medical professional, coach, or other designated person who holds AED certification and complies with any other qualifications pursuant to law.

Pursuant to Education Code 35179.8, as amended by AB 1653 (Ch. 589, Statutes of 2023), CIF, in consultation with the California Department of Education (CDE), is required to develop guidelines, procedures, and safety standards for the prevention and management of exertional heat illness.

Districts that wish to set their own standards for the coaching education program instead of using the standards developed by the CIF should modify the following paragraph accordingly.

Each employee or volunteer high school athletic team coach shall complete, at ~~his/her~~the individual's expense, a coaching education program that meets the standards developed by ~~the~~ CIF and includes, but is not limited to, training in regard to sport psychology, sport pedagogy, sport physiology, sport management, statewide and school regulations, ~~and~~ CPR, including certification, use of an automated external defibrillator (AED), and first aid~~, including~~ that includes, but is not limited to, training in recognizing the signs, symptoms, and appropriate response to concussions, heat illness, and cardiac arrest. A high school coach who has completed the education program in another California school district shall be deemed to have met the requirement for this district. An individual who has not completed the education program may be assigned as a coach for no longer than one season of interscholastic competition. (Education Code 35179.1, 49032)

CSBA NOTE: Education Code 33479.6~~, as added by AB 1639 (Ch. 792, Statutes of 2016),~~ requires the coach of an athletic activity~~, beginning July 1, 2017,~~ to complete, and retake every two years thereafter, a training course related to the nature and warning signs of sudden cardiac arrest, including the risks associated with continuing to play or practice after experiencing fainting or seizures during exercise, unexplained shortness of breath, chest pain, dizziness, racing heart rate, or extreme fatigue. Pursuant to Education Code 33479.7~~, as added by AB 1639, on or after July 1, 2019~~ a coach who does not complete the required sudden cardiac arrest training is subject to suspension from coaching any athletic activity until the required training is completed.

Online training fulfilling this requirement is available on the CIF's ~~web site. Furthermore~~website.

Additionally, Education Code 33479.2~~, as added by AB 1639,~~ requires ~~the California Department of Education~~CDE to post related information on its ~~web site~~website.

In addition, prior to coaching an athletic activity and every two years thereafter, athletic coaches shall complete an approved training course on the nature and warning signs of sudden cardiac arrest. (Education Code 33479.2, 33479.6, 33479.7)

Code of Ethical Conduct

Employees providing supervisory or instructional services in interscholastic athletic ~~programs and~~ activities shall: (5 CCR 5596)

1. Show respect for players, officials, and other coaches
2. Respect the integrity and judgment of game officials
3. Establish and model fair play, sportsmanship, and proper conduct
4. Establish player safety and welfare as the highest priority
5. Provide proper supervision of students at all times
6. Use discretion when providing constructive criticism and when reprimanding players
7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game
8. Properly instruct players in the safe use of equipment
9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution
10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics
11. Avoid suggesting, providing, or encouraging any athlete to use nonprescription drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General, or the American Medical Association
12. Avoid recruitment of athletes from other schools
13. Follow the rules of behavior and the procedures for crowd control as established by the district and the league in which the district participates

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Regulation 4227: Temporary Athletic Team Coaches **Status:** ADOPTED

Original Adopted Date: 03/01/2010 | **Last Revised Date:** ~~05~~06/01/~~2017~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2017~~2024

Qualifications

CSBA NOTE: 5 CCR 5593 establishes minimum qualifications for certificated and noncertificated employees assigned as temporary athletic team coaches. Pursuant to 5 CCR 5593, the Superintendent or designee is required to certify to the Governing Board that each newly hired coach meets the requirements of 5 CCR 5593; see the accompanying Board policy.

The district should modify the following section to reflect any additional criteria. Districts may consider developing specific criteria for each ~~coaching~~interscholastic athletic activity coach position.

Minimum qualifications for temporary athletic team coaches shall include, but are not necessarily limited to, competencies in the following areas: (5 CCR 5593)

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures, as evidenced by one or more of the following:

    a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card

    b. A valid sports injury certificate or first aid card, and a valid CPR card

    c. A valid Emergency Medical Technician (EMT) I or II card

    d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)

    e. Possession of both valid CPR and first aid cards and practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning

2. Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:

    a. Completion of a college course in coaching theory and techniques

    b. Completion of ~~inservice~~in-service programs arranged by a school district or county office of education

    c. Prior service as a student coach or assistant athletic coach in the sport or game being coached

d. Prior coaching in community youth athletic programs in the sport being coached

e. Prior participation in organized competitive athletics at the high school level or above in the sport being coached

3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at the high school level, regulations of the California Interscholastic Federation (CIF)

4. Knowledge of child or adolescent psychology, as appropriate, as it relates to sport participation, as evidenced by one or more of the following:

   a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions

   b. Completion of a seminar or workshop on human growth and development of youth

   c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (5 CCR 5593)

CSBA NOTE: The qualifications required by 5 CCR 5593 for employees serving as temporary athletic team coaches do not apply to volunteer coaches. The following optional paragraph is for use by districts that require volunteers who supervise or direct an athletic program to meet those same qualifications. For more information regarding volunteer assistance in schools, see BP/AR 1240 – Volunteer Assistance.

Volunteers who supervise or direct an athletic program shall meet the qualification criteria specified in 5 CCR 5593 required for temporary athletic team coaches employed by the district. Any volunteer who does not meet such criteria shall serve only under the supervision of a fully qualified coach and shall not be given charge of an athletic program.

Additional Qualifications of Noncertificated Personnel and Volunteers

In addition to the qualifications listed above, any noncertificated employee or volunteer assigned as a temporary athletic team coach shall: (5 CCR 5592)

1. Be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district

2. Not have been convicted of any offense referred to in Education Code 44010, 44011, or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children

CSBA NOTE: Pursuant to Education Code 49024 ~~requires~~, any noncertificated employee or volunteer who works with students in a district-sponsored student activity program, including

scholastic programs, interscholastic athletic ~~program to~~programs, and extracurricular activities, must obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing or ~~to~~ clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning ~~his/her~~ duties. See the accompanying Board policy.

Any noncertificated employee or volunteer assigned as a temporary athletic team coach shall obtain an Activity Supervisor Clearance Certificate or a criminal background check in accordance with Board policy. (Education Code 49024)

Training

CSBA NOTE: The following paragraph is for use by districts that maintain high schools. Education Code 49032 requires that all high school coaches complete a coaching education program developed by the district or the California Interscholastic Federation (CIF) that meets the guidelines listed in Education Code 35179.1 ~~and includes training on the signs, symptoms, and appropriate response to concussions.~~ , as amended by AB 245 (Ch. 422, Statutes of 2023), and includes training in cardiopulmonary resuscitation, use of an automated external defibrillator (AED), and first aid that includes, but is not limited to, training in recognizing the signs, symptoms, and appropriate response to concussions, heat illness, and cardiac arrest. Pursuant to Health and Safety Code 124238.5, as added by AB 1467 (Ch. 24, Statutes of 2023), beginning January 1, 2027, districts are required to provide student athletes with access to an AED during any official practice or match that, when medical circumstances warrant its use, is administered by a medical professional, coach, or other designated person who holds AED certification and complies with any other qualifications pursuant to law.

Pursuant to Education Code 35179.8, as amended by AB 1653 (Ch. 589, Statutes of 2023), CIF, in consultation with the California Department of Education (CDE), is required to develop guidelines, procedures, and safety standards for the prevention and management of exertional heat illness.

Districts that wish to set their own standards for the coaching education program instead of using the standards developed by the CIF should modify the following paragraph accordingly.

Each employee or volunteer high school athletic team coach shall complete, at ~~his/her~~the individual's expense, a coaching education program that meets the standards developed by ~~the~~ CIF and includes, but is not limited to, training in regard to sport psychology, sport pedagogy, sport physiology, sport management, statewide and school regulations, ~~and~~ CPR, including certification, use of an automated external defibrillator (AED), and first aid~~, including~~ that includes, but is not limited to, training in recognizing the signs, symptoms, and appropriate response to concussions, heat illness, and cardiac arrest. A high school coach who has completed the education program in another California school district shall be deemed to have met the requirement for this district. An individual who has not completed the education program may be assigned as a coach for no longer than one season of interscholastic competition. (Education Code 35179.1, 49032)

CSBA NOTE: Education Code 33479.6~~, as added by AB 1639 (Ch. 792, Statutes of 2016),~~ requires the coach of an athletic activity~~, beginning July 1, 2017,~~ to complete, and retake every two years thereafter, a training course related to the nature and warning signs of sudden cardiac arrest, including the risks associated with continuing to play or practice after experiencing fainting or seizures during exercise, unexplained shortness of breath, chest pain, dizziness, racing heart rate, or extreme fatigue. Pursuant to Education Code 33479.7~~, as added by AB 1639, on or after July 1, 2019~~ a coach who does not complete the required sudden cardiac arrest training is subject to suspension from coaching any athletic activity until the required training is completed.

Online training fulfilling this requirement is available on the CIF's ~~web site. Furthermore~~website.

Additionally, Education Code 33479.2~~, as added by AB 1639,~~ requires ~~the California Department of Education~~CDE to post related information on its ~~web site~~website.

In addition, prior to coaching an athletic activity and every two years thereafter, athletic coaches shall complete an approved training course on the nature and warning signs of sudden cardiac arrest. (Education Code 33479.2, 33479.6, 33479.7)

Code of Ethical Conduct

Employees providing supervisory or instructional services in interscholastic athletic ~~programs and~~ activities shall: (5 CCR 5596)

1. Show respect for players, officials, and other coaches
2. Respect the integrity and judgment of game officials
3. Establish and model fair play, sportsmanship, and proper conduct
4. Establish player safety and welfare as the highest priority
5. Provide proper supervision of students at all times
6. Use discretion when providing constructive criticism and when reprimanding players
7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game
8. Properly instruct players in the safe use of equipment
9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution
10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics
11. Avoid suggesting, providing, or encouraging any athlete to use nonprescription drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General, or the American Medical Association
12. Avoid recruitment of athletes from other schools
13. Follow the rules of behavior and the procedures for crowd control as established by the district and the league in which the district participates

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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 5531	Supervision of extracurricular activities of students

5 CCR 5590-5596	Duties of temporary athletic team coaches
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179-35179.~~7~~8	Interscholastic athletics
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332-44332.5	Temporary certificates
Ed. Code 44424	Conviction of a crime
Ed. Code 44808	Liability when students are not on school property
Ed. Code 44916	Written statement of employment status
Ed. Code 44919	Classification of temporary employees; classifications
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45347	Instructional aides subject to requirements for classified staff
Ed. Code 45349	Use of volunteers to supervise or instruct students
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49030-49034	Performance enhancing substances
Ed. Code 49406	Examination for tuberculosis
Health & Safety Code 124238-124238.5	Nevaeh Youth Sports Safety Act

Management Resources	**Description**
California Interscholastic Federation Publication	California Interscholastic Federation Constitution and Bylaws (https://www.cifstate.org/governance/constitution/index)
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999 (https://www.cifstate.org/coaches-admin/pvh/index)
Commission on Teacher Credentialing Publication	~~10-11~~ Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), Coded Correspondence 10-11, July 20, 2010
Court Decision	CTA v. Rialto Unified School District (1997) 14 Cal. 4th 627
Court Decision	Kavanaugh v. West Sonoma Union High School District (2003) 29 Cal.4th 911
Court Decision	Neily v. Manhattan Beach Unified School District (2011) 192 Cal.App.4th 187
CSBA Publication	~~Steroids and Students: What Boards Need to Know, Policy Brief, July 2005~~Preventing Catastrophic Heat Illness, Governance Brief, July 2018 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/201807PreventingCatastrophicHeatIllness.ashx?la=en&rev=7436c3554336486db014b55033426ebc)
CSBA Publication	Concussions in Student Athletes and How To Reduce Risk, Fact Sheet, January 2016 (https://www.csba.org/-

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Website	CSBA District and County Office of Education Legal Services
Website	Positive Coaching Alliance (https://positivecoach.org/)
Website	National Athletic Trainers' Association
Website	California Interscholastic Federation
Website	California Athletic Trainers' Association
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
1230	School-Connected Organizations
1230	School-Connected Organizations
1240	Volunteer Assistance
1240	Volunteer Assistance
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
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4212.5-E(1)	Criminal Record Check
4218	Dismissal/Suspension/Disciplinary Action
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4312.4	Health Examinations
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4312.5-E(1)	Criminal Record Check
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5131.1	Bus Conduct
5131.63	Steroids
5131.63	Steroids
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition

Regulation 4327: Temporary Athletic Team Coaches **Status:** ADOPTED

Original Adopted Date: 03/01/2010 **| Last Revised Date:** ~~05~~06/01/~~2017~~2024 **| Last Reviewed Date:** ~~05~~06/01/~~2017~~2024

Qualifications

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4. Knowledge of child or adolescent psychology, as appropriate, as it relates to sport participation, as evidenced by one or more of the following:

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CSBA NOTE: Pursuant to Education Code 49024 ~~requires~~, any noncertificated employee or volunteer who works with students in a district-sponsored student activity program, including

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Code of Ethical Conduct

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9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution
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6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition

Policy 4161: Leaves

Status: ADOPTED

Original Adopted Date: 12/01/1988 | **Last Revised Date:** ~~07~~06/01/~~2008~~2024 | **Last Reviewed Date:** ~~07~~06/01/~~2008~~2024

CSBA NOTE: ~~Employee leave provisions are frequently governed by a collective bargaining agreement or a memorandum of understanding between the Governing Board and employee organizations.~~ The following optional policy is subject to collective bargaining and should be ~~deleted or~~ revised ~~for consistency~~in accordance with any ~~such district agreements.~~applicable collective bargaining agreement. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

The Governing Board shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation, collective bargaining agreements, and merit system rules, as applicable.

CSBA NOTE: Items #1-10 below reflect categories of leave which are described in more detail in the ~~cited~~ cross-referenced leave policies or administrative regulations~~.~~ cited below in the Policy Reference section. In addition, Education ~~Code~~Codes 44963, applicable to certificated staff, and 45198, applicable to classified staff, allow the Governing Board to grant leaves with or without pay to certificated and classified staff for any purpose or period of time, as long as no employee is deprived of any leave to which ~~he/she~~the employee is legally entitled. Education Code 45190, as amended by AB 472 (Ch. 331, Statutes of 2023), clarifies that, as to classified staff, including in a district that has adopted the merit system, the Board's authority to grant leaves of absence and vacations with or without pay includes voluntary leaves of absence. Any additional types of leaves so granted by the Board may be added to the following list.

~~The Board recognizes the following justifiable reasons for employee absence:~~ Employees have the right to take leaves as authorized by law and/or collective bargaining agreements, including, but not limited to:

1. Personal illness or injury
2. Industrial accident or illness
3. Family care and medical leave
4. Military service
5. Personal necessity and personal emergencies

CSBA NOTE: Pursuant to Education Code 44986, the Board may grant to any certificated employee who has applied for disability benefits a leave of absence, not to exceed 30 days beyond final

determination of the employee's eligibility for disability benefits by the State Teachers' Retirement System. If the employee is determined to be eligible, that leave must be extended for the term of the disability, up to 39 months.

6. Disability leave for certificated employees in accordance with Education Code 44986

7. Vacations for classified staff and certificated management staff, as applicable

8. Sabbaticals for purposes of study or training related to the employee's job duties

9. Attendance at work-related meetings and staff development opportunities

CSBA NOTE: Pursuant to Education Code 45190, as amended by AB 472 (Ch. 331, Statutes of 2023), if a district, including a district that has adopted the merit system, places an employee on an involuntary leave of absence during the period the employee is charged with a criminal offense, is under a criminal investigation, or is waiting due to administrative delay for necessary job-related administrative determinations, then, upon the conclusion of the proceedings in favor of the employee, the district is required to pay to the employee the employee's full compensation for the period of the involuntary leave of absence upon the employee's return to service in the district. "Involuntary leave of absence" includes, but is not limited to, a compulsory leave of absence or a suspension.

10. Compulsory leave

11. Maternity, parental leave, and reproductive loss leave for both certificated and classified staff, as applicable under state law

12. Bereavement

Long-Term Leaves

~~CSBA NOTE: The following optional section should be revised as necessary for consistency with a collective bargaining agreement or a memorandum of understanding between the Board and employee organizations.~~

With Board approval, an employee may receive a leave of absence, without pay and without accruing seniority or service credit, for a period of up to one school year. Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested. All long-term leave agreements shall be in writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return.

At the end of a long-term leave, the employee shall be reinstated to a similar position as that employee held at the time leave was granted, unless otherwise agreed upon.

The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

Administrative and Supervisory Personnel

CSBA NOTE: Leave provisions for administrative and supervisory personnel who are not subject to collective bargaining agreements may be detailed in an individual contract, memorandum of understanding, or Board policy. The following optional section is for use by districts that, ~~via~~through policy, grant the same leave provisions to administrative and supervisory employees as are granted to other certificated or classified employees.

Certificated administrative and supervisory employees who are not subject to the district's bargaining agreement for certificated employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other certificated employees unless otherwise specified in individual contract, memorandums of understanding, Board policy, administrative regulation, or law.

Classified administrative and supervisory employees who are not subject to the district's bargaining agreement for classified employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other classified employees unless otherwise specified in individual contract, memoranda of understanding, Board policy, administrative regulation, or law.

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Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44962-44988	Leave of absence; certificated
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Ed. Code 45190-45210	Leaves of absence; classified
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act

Gov. Code 12945.7	Bereavement leave
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 3543.2	Scope of representation
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
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M&V Code 395-395.9	Military leave
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Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
2121	Superintendent's Contract
4112.1	Contracts
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4131	Staff Development
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits

4159	Employee Assistance Programs
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
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4259	Employee Assistance Programs
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4361.5	Military Leave
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Policy 4261: Leaves

Status: ADOPTED

Original Adopted Date: 12/01/1988 | **Last Revised Date:** ~~07~~06/01/~~2008~~2024 | **Last Reviewed Date:** ~~07~~06/01/~~2008~~2024

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The Governing Board shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation, collective bargaining agreements, and merit system rules, as applicable.

CSBA NOTE: Items #1-10 below reflect categories of leave which are described in more detail in the ~~cited~~ cross-referenced leave policies or administrative regulations~~.~~ cited below in the Policy Reference section. In addition, Education ~~Code~~Codes 44963, applicable to certificated staff, and 45198, applicable to classified staff, allow the Governing Board to grant leaves with or without pay to certificated and classified staff for any purpose or period of time, as long as no employee is deprived of any leave to which ~~he/she~~the employee is legally entitled. Education Code 45190, as amended by AB 472 (Ch. 331, Statutes of 2023), clarifies that, as to classified staff, including in a district that has adopted the merit system, the Board's authority to grant leaves of absence and vacations with or without pay includes voluntary leaves of absence. Any additional types of leaves so granted by the Board may be added to the following list.

~~The Board recognizes the following justifiable reasons for employee absence:~~ Employees have the right to take leaves as authorized by law and/or collective bargaining agreements, including, but not limited to:

1. Personal illness or injury
2. Industrial accident or illness
3. Family care and medical leave
4. Military service
5. Personal necessity and personal emergencies

CSBA NOTE: Pursuant to Education Code 44986, the Board may grant to any certificated employee who has applied for disability benefits a leave of absence, not to exceed 30 days beyond final

determination of the employee's eligibility for disability benefits by the State Teachers' Retirement System. If the employee is determined to be eligible, that leave must be extended for the term of the disability, up to 39 months.

6. Disability leave for certificated employees in accordance with Education Code 44986

7. Vacations for classified staff and certificated management staff, as applicable

8. Sabbaticals for purposes of study or training related to the employee's job duties

9. Attendance at work-related meetings and staff development opportunities

CSBA NOTE: Pursuant to Education Code 45190, as amended by AB 472 (Ch. 331, Statutes of 2023), if a district, including a district that has adopted the merit system, places an employee on an involuntary leave of absence during the period the employee is charged with a criminal offense, is under a criminal investigation, or is waiting due to administrative delay for necessary job-related administrative determinations, then, upon the conclusion of the proceedings in favor of the employee, the district is required to pay to the employee the employee's full compensation for the period of the involuntary leave of absence upon the employee's return to service in the district. "Involuntary leave of absence" includes, but is not limited to, a compulsory leave of absence or a suspension.

10. Compulsory leave

11. Maternity, parental leave, and reproductive loss leave for both certificated and classified staff, as applicable under state law

12. Bereavement

Long-Term Leaves

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At the end of a long-term leave, the employee shall be reinstated to a similar position as that employee held at the time leave was granted, unless otherwise agreed upon.

The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

Administrative and Supervisory Personnel

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4331	Staff Development
4354	Health And Welfare Benefits
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4361.2	Personal Leaves
4361.5	Military Leave
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4361.9	Catastrophic Leave Program
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Policy 4361: Leaves

Status: ADOPTED

Original Adopted Date: 12/01/1988 | **Last Revised Date:** ~~07~~06/01/~~2008~~2024 | **Last Reviewed Date:** ~~07~~06/01/~~2008~~2024

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Administrative and Supervisory Personnel

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Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act

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Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
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Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

Cross References

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4159	Employee Assistance Programs
4161.1	Personal Illness/Injury Leave
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4259	Employee Assistance Programs
4261.1	Personal Illness/Injury Leave
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Regulation 4161: Leaves

Status: ADOPTED

Original Adopted Date: 12/01/1988 | **Last Revised Date:** ~~07~~06/01/~~2008~~2024 | **Last Reviewed Date:** ~~07~~06/01/~~2008~~2024

Failure to Return to Service After Leave

~~CSBA NOTE: Education Code 44842(c)~~CSBA NOTE: The following optional regulation is subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

Education Code 44842 addresses the return to service of a certificated employee at the beginning of the school year following a leave of absence after April 30 of the previous school year and authorizes termination of the employee if specified circumstances exist. As described in ~~item~~Item #1 below, one of the circumstances is the employee's failure to report for duty, without good cause, after having notified the Governing Board of ~~his/her~~the intent to remain in service. See AR 4112.1 - Contracts for provisions of Education Code 44842 pertaining to the duty of all certificated employees to notify the district of their intention to remain in service if the district has issued a written re-employment notice requesting employees to provide such notice.

~~In~~The district may terminate the ~~case~~employment of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year~~, the district may terminate the employment of such an employee~~ if all of the following circumstances exist: (Education Code 44842)

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of ~~his/her~~the intention to remain in service with the district in accordance with Education Code 44842~~.~~

2. The district had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work~~.~~

3. The employee continues to be absent from work for 20 consecutive working days, beginning from the date the employee was to report to work.

3. 4. The employee did not request or was not granted a leave of absence authorized by the Board~~.~~

~~In any such case, the district may terminate the employee's employment on the day following 20 consecutive days of absence. (Education Code 44842)~~

Use of Leaves by Classified Employees

CSBA NOTE: Education Code 45200 authorizes the Board to allow classified employees to switch from vacation leave to another type of leave as provided below. The following optional section is for use by districts that choose to offer such an option to classified employees and may be used by districts that have adopted the merit system.

A classified employee may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, as long as the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination. (Education Code 45200)

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4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
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4359	Employee Assistance Programs
4361.1	Personal Illness/Injury Leave
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4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave

4361.9 Catastrophic Leave Program

4361.9 Catastrophic Leave Program

Regulation 4261: Leaves

Status: ADOPTED

Original Adopted Date: 12/01/1988 | **Last Revised Date:** ~~07~~06/01/~~2008~~2024 | **Last Reviewed Date:** ~~07~~06/01/~~2008~~2024

Failure to Return to Service After Leave

~~CSBA NOTE: Education Code 44842(c)~~CSBA NOTE: The following optional regulation is subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

Education Code 44842 addresses the return to service of a certificated employee at the beginning of the school year following a leave of absence after April 30 of the previous school year and authorizes termination of the employee if specified circumstances exist. As described in ~~item~~Item #1 below, one of the circumstances is the employee's failure to report for duty, without good cause, after having notified the Governing Board of ~~his/her~~the intent to remain in service. See AR 4112.1 - Contracts for provisions of Education Code 44842 pertaining to the duty of all certificated employees to notify the district of their intention to remain in service if the district has issued a written re-employment notice requesting employees to provide such notice.

~~In~~The district may terminate the ~~case~~employment of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year~~, the district may terminate the employment of such an employee~~ if all of the following circumstances exist: (Education Code 44842)

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of ~~his/her~~the intention to remain in service with the district in accordance with Education Code 44842~~.~~

2. The district had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work~~.~~

3. The employee continues to be absent from work for 20 consecutive working days, beginning from the date the employee was to report to work.

3. 4. The employee did not request or was not granted a leave of absence authorized by the Board~~.~~

~~In any such case, the district may terminate the employee's employment on the day following 20 consecutive days of absence. (Education Code 44842)~~

Use of Leaves by Classified Employees

CSBA NOTE: Education Code 45200 authorizes the Board to allow classified employees to switch from vacation leave to another type of leave as provided below. The following optional section is for use by districts that choose to offer such an option to classified employees and may be used by districts that have adopted the merit system.

A classified employee may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, as long as the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination. (Education Code 45200)

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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 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44043.5	Catastrophic leave
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44962-44988	Leave of absence; certificated
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Ed. Code 45190-45210	Leaves of absence; classified
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.7	Bereavement leave
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 3543.2	Scope of representation
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel

Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Leave to attend to family illness
M&V Code 395-395.9	Military leave
M&V Code 395.10	Leave when spouse on leave from military deployment

Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
2121	Superintendent's Contract
4112.1	Contracts
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4131	Staff Development
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4159	Employee Assistance Programs
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.3	Professional Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program

4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4231	Staff Development
4241	Collective Bargaining Agreement
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
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4361.8	Family Care And Medical Leave

4361.9 Catastrophic Leave Program

4361.9 Catastrophic Leave Program

Regulation 4361: Leaves

Status: ADOPTED

Original Adopted Date: 12/01/1988 | **Last Revised Date:** ~~07~~06/01/~~2008~~2024 | **Last Reviewed Date:** ~~07~~06/01/~~2008~~2024

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~~CSBA NOTE: Education Code 44842(c)~~CSBA NOTE: The following optional regulation is subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

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2. The district had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work~~.~~

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3. 4. The employee did not request or was not granted a leave of absence authorized by the Board~~.~~

~~In any such case, the district may terminate the employee's employment on the day following 20 consecutive days of absence. (Education Code 44842)~~

Use of Leaves by Classified Employees

CSBA NOTE: Education Code 45200 authorizes the Board to allow classified employees to switch from vacation leave to another type of leave as provided below. The following optional section is for use by districts that choose to offer such an option to classified employees and may be used by districts that have adopted the merit system.

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Ed. Code 44962-44988	Leave of absence; certificated
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Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
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Gov. Code 3543.1	Rights of employee organizations
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Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel

Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Leave to attend to family illness
M&V Code 395-395.9	Military leave
M&V Code 395.10	Leave when spouse on leave from military deployment

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4361.8	Family Care And Medical Leave

4361.9 Catastrophic Leave Program

4361.9 Catastrophic Leave Program

Regulation 4161.1: Personal Illness/Injury Leave **Status:** ADOPTED

Original Adopted Date: 03/01/2017 **| Last Revised Date:** 06/01/2023~~2023~~2024 **| Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following administrative regulation applies to certificated employees, including certificated management. For classified employees, including classified management, see AR 4261.1 – Personal Illness/Injury Leave.

The following administrative regulation is subject to collective bargaining. and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law. Certain portions of this administrative regulation are **mandated** or **conditionally mandated**; see "Verification Requirements" and "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" sections below.

Education Code 44978 provides a minimum of 10 days of personal illness or injury leave (sick leave) per year for certificated employees working five days a week. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days or more within a year of their employment, including temporary and substitute employees. Pursuant to Labor Code 246, as amended by SB 616 (Ch. 309, Statutes of 2023), a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of their employment or each calendar year or 12-month period.~~,~~ and at least 40 hours or five days of paid sick leave by the 200th calendar day of employment, each calendar year, or 12–month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. However, even for employees covered by a valid collective bargaining agreement, Labor Code 246.5, as amended by SB 616, extends procedural protections regarding retaliation to such employees. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see the section titled "Healthy Workplaces,

Healthy Families Act Requirements" below. For paid sick leave for temporary and substitute certificated employees, see BP/AR 4121 - Temporary/Substitute Personnel. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

The following administrative regulation applies to certificated employees, including certificated management. For classified employees, including classified management, see Administrative Regulation 4261.1 – Personal Illness/Injury Leave.

Certificated employees employed five school days per week are entitled to 10 ~~days~~'days leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

~~Certificated employees~~A certificated employee may use sick leave for absences ~~due~~as authorized by law and/or collective bargaining agreement, including, but not limited to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

CSBA NOTE: Pursuant to Government Code 12945.6, as added by SB 848 (Ch. 724, Statutes of 2023), the district is prohibited from refusing to grant a request by an employee to take up to five days of reproductive loss leave following a reproductive loss event. See AR 4161.2/4261.2/4361.2 – Personal Leaves.

Additionally, pursuant to Title IX (20 USC 1681-1688) and implementing regulation 34 CFR 106.57, as amended by 89 Fed. Reg. 33474, the district is required to treat pregnancy, childbirth, termination of pregnancy, or lactation, including any related medical condition or recovery, as it would any other temporary medical condition for job-related purposes, including leaves.

2. Pregnancy, miscarriage, childbirth, and related recovery, as well as reproductive loss (Education Code 44965, 44978; Government Code 12945.6)

3. Personal necessity (Education Code 44981)

CSBA NOTE: Optional Item #4 below may be revised to specify a different minimum increment for sick leave.

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement ofthe child. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRAleave.

Government Code 12945.21, as amended by AB 1756 (Ch. 478, Statutes of 2023), establishes a small employer family leave mediation pilot program, until January 1, 2025, for very small districts that employ between 5-19 employees to mediate disputes about the employee's right to medical or family care leave under CFRA and/or bereavement leave.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit an employee to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in Item #7 below, Labor Code 245.5~~, as amended by AB 1041 (Ch. 748, Statutes of 2022),~~ includes a designated person in the definition of a "family member," in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Pursuant to Government Code 12945.2 and Labor Code 245.5~~, as amended by AB 1041~~, a "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

CSBA NOTE: Pursuant to Government Code 12945.7, districts are required to provide up to five days of bereavement leave for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the bereavement leave. The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. For more information on bereavement leave, see AR 4161.2/4261.2/4361.2 – Personal Leaves. Districts with questions about the application of their bereavement leave policies should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

9. Bereavement leave, as specified in Administrative Regulation 4161.2/4261.2/4361.2 – Personal Leaves (Education Code 44985; Government Code 12945.7)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

~~CSBA NOTE: The following paragraph is optional.~~

~~An employee shall reimburse the district for any unearned sick leave used as of the date of termination.~~

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

CSBA NOTE: The following ~~optional paragraph~~ two paragraphs are recommended and may be revised to reflect district practice. For more information regarding wage overpayment, see BP 4151/4251/4351 – Employee Compensation.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination, in accordance with Education Code 44042.5.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

CSBA NOTE: Pursuant to Education Code 44979-44980, certificated employees are entitled to have their accumulated sick leave transferred with them in the circumstances specified in the following optional paragraph.

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

CSBA NOTE: Pursuant to Education Code 44978.2, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first

date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

CSBA NOTE: The following ~~optional~~ section is recommended and may be revised to reflect district practice.

An employee shall notify the Superintendent or designee of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

CSBA NOTE: Pursuant to Education Code 44977, employees who are absent due to illness for up to five months after exhausting all available sick leave must receive their regular salary minus the cost of a substitute. Alternatively, Education Code 44983 allows districts to adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. When an employee is absent for a cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from the employee's salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations.

Option 1 below is for use by districts that subtract the cost of a substitute from the absent employee's salary pursuant to Education Code 44977. Option 2 is **mandated** pursuant to Education Code 44983 for districts that choose to give certificated employees 50 percent or more of their regular salary during the period of absence, and may be revised to specify a percentage higher than 50 percent in accordance with district practice.

If not covered in the district's bargaining agreement, the district may add provisions to this section reflecting salary deductions for employees absent longer than five months.

OPTION 1: (Differential pay: regular salary minus cost of substitute)

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

OPTION 1 ENDS HERE

~~OPTION 2: (50 percent of employee's regular salary)~~

~~After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five months, the employee shall receive at least 50 percent of the employee's regular salary during the additional period of absence. (Education Code 44983)~~

~~OPTION 2 ENDS HERE~~

Absence Beyond Five-Month Period/Reemployment List

CSBA NOTE: The following paragraph is required for districts that select Option 1 (i.e., differential pay) in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above and should be carefully considered by districts that select Option 2 (i.e., 50 percent pay). Education Code 44978.1 requires the establishment of a reemployment list for employees who are unable to resume their duties after the five-month period provided pursuant to Education Code 44977.

Although Education Code 44978.1 does not explicitly require a reemployment list for districts selecting Option 2, such districts should be aware that failure to establish a reemployment list may subject employees to termination following a five-month absence. Therefore, any district that selects Option 2 and currently maintains a reemployment list for employees who are absent beyond the five-month period, or that wishes to establish such a list, should consult CSBA's District and County Office of Education Legal Services or district legal counsel before changing its policy or practices.

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR

4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

CSBA NOTE: Pursuant to Education Code 44977.5, the district is required to provide differential pay to a certificated employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. Education Code 44977.5 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 44977.5 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

CSBA NOTE: Education Code 44978 **mandates** the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. The following section should be modified to reflect district practice and any procedures which have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5. Because Labor Code 246.5 is silent on requests for verification, and requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (Items #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification

could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase employees' or their family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

    a. That an employee is entitled to accrue, request, and use paid sick days

    b. The number of sick days provided by Labor Code 245-249

    c. The terms of use of paid sick days

    d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee

CSBA NOTE: Pursuant to Labor Code 246, as amended by SB 616, districts are required to provide 40 hours or five days of paid sick leave to eligible employees.

2. Provide at least ~~24~~40 hours or ~~three~~five days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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 5601	Transfer of accumulated sick leave
Ed. Code 44042.5	Wage overpayment
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth

Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service-connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district
Ed. Code 44980	Transfer of accumulated sick leave to a county office of education
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees
Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44986	Leave of absence; state disability benefits
Ed. Code 45194	Bereavement leave of absence; classified
Gov. Code 12945.1-12945.~~2~~21	California Family Rights Act
Gov. Code 12945.6	~~Parental~~Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
Lab. Code 220	Sections inapplicable to public employees
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014
Federal	**Description**
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX

20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources	**Description**
Court Decision	Veguez v. Governing Board of Long Beach Unified School District (2005) 127 Cal.App.4th 406
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
2121	Superintendent's Contract
4032	Reasonable Accommodation
4112.2	Certification
4112.2	Certification
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.11	Preretirement Part-Time Employment
4119.41	Employees With Infectious Disease
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries

4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.42	Drug And Alcohol Testing For School Bus Drivers

4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4317.11	Preretirement Part-Time Employment
4319.41	Employees With Infectious Disease
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4261.1: Personal Illness/Injury Leave **Status:** ADOPTED

Original Adopted Date: 03/01/2017 **| Last Revised Date:** 06/01/2023~~2023~~2024 **| Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following administrative regulation applies to classified employees, including classified management. For certificated employees, including certificated management, see AR 4161.1/4361.1 – Personal Illness/Injury Leave.

The following administrative regulation is subject to collective bargaining. and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law. Certain portions of this administrative regulation are **mandated** or **conditionally mandated**; see "Verification Requirements" and "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" sections below.

Education Code 45191 provides a minimum of 12 days of personal illness or injury leave (sick leave) per year for classified employees working five days a week, in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly. Employees who work less than a full fiscal year, or fewer than five days a week, are entitled to the number of days of sick leave proportionate to the time they work, and to any additional sick leave that may be approved by the Board in the same proportion.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of employment, including classified employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of employment or each calendar year or 12-month period, and, as amended by SB 616 (Ch. 309, Statutes of 2023), at least 40 hours or five days of accrued sick leave or paid time off by the 200th calendar day of employment, each calendar year, or 12–month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. However, even for employees covered by a valid collective bargaining agreement, Labor Code 246.5, as amended by SB 616, extends procedural protections regarding retaliation to such employees. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see sections titled "Short-Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below. For sick leave for certificated employees, see AR 4161.1/4361.1 - Personal Illness/Injury Leave.

The following administrative regulation applies to classified employees, including classified management. For certificated employees, including certificated management, see Administrative Regulation 4161.1/4361.1 – Personal Illness/Injury Leave.

Classified employees employed five days a week are entitled to 12 ~~days'~~days leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 45191; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

A classified employee may use sick leave for absences ~~due to:~~as authorized by law and/or collective bargaining agreement, including, but not limited to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease (Education Code 45199)

CSBA NOTE: ~~Although Education~~Pursuant to Government Code ~~45193 does not expressly provide classified employees leave for miscarriage, in order to treat employees consistently,~~12945.6, as added by SB 848 (Ch. 724, Statutes of 2023), the ~~Board may~~ district is prohibited from refusing to grant ~~leave to classified employees for miscarriage as provided for certificated employees~~a request by an employee to take up to five days of reproductive loss leave following a reproductive loss event; see AR 4161.2/4261.2/4361.2 - Personal Leaves.

Additionally, pursuant to ~~Education Code 44965~~Title IX (20 USC 1681-1688) and ~~44978~~implementing regulation 34 CFR 106.57, as amended by 89 Fed. Reg. 33474, the district is required to treat pregnancy, childbirth, termination of pregnancy, or lactation, including any related medical condition or recovery, as it would any other temporary medical condition for job-related purposes, including leaves.

2. Pregnancy, miscarriage, childbirth, and related recovery, as well as reproductive loss (Education Code 45193~~)~~ ; Government Code 12945.6)

~~2.~~ 3. Personal necessity (Education Code 45207)

CSBA NOTE: Optional Item #4 below may be revised to specify a different minimum increment.

~~3.~~4. Medical and dental appointments, in increments of not less than one hour

~~4.~~5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement ofthe child. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRAleave.

Government Code 12945.21, as amended by AB 1756 (Ch. 478, Statutes of 2023), establishes a small employer family leave mediation pilot program, until January 1, 2025, for very small districts that employ between 5-19 employees to mediate disputes about the employee's right to medical or family care leave under CFRA and/or bereavement leave.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

~~5.~~6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit an employee to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in Item #7 below, Labor Code 245.5~~, as amended by AB 1041 (Ch. 748, Statutes of 2022),~~ includes a designated person in the definition of a "family member," in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Government Code 12945.2~~, as amended by AB 1041,~~ defines a "designated person" as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

~~6.~~7. Need of the employee or the employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)

~~7.~~ 8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

CSBA NOTE: Pursuant to Government Code 12945.7, districts are required to provide up to five days of bereavement leave for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the bereavement leave. The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. For more information on bereavement leave, see AR 4161.2/4261.2/4361.2 – Personal Leaves. Districts with questions about the application of their bereavement leave policies should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

9. Bereavement leave, as specified in Administrative Regulation 4161.2/4261.2/4361.2 – Personal Leaves (Education Code 45194; Government Code 12945.7)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

~~CSBA NOTE: The following paragraph is optional.~~CSBA NOTE: The following two paragraphs are recommended and may be revised to reflect district practice. For more information regarding wage overpayment, see BP 4151/4251/4351 – Employee Compensation.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination~~.~~, in accordance with Education Codee 44042.5.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require newly employed classified employees to waive leave accumulated in a

previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

CSBA NOTE: Pursuant to Education Code 45202, classified employees who are terminated after at least one year of employment for any reason unrelated to discipline are entitled to have their accumulated sick leave transferred with them in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is optional and may revised to reflect district practice.

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

CSBA NOTE: Pursuant to Education Code 45191.5, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

CSBA NOTE: The following ~~optional~~ section is recommended and may be revised to reflect district practice.

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

CSBA NOTE: Pursuant to Education Code 45196, districts may choose one of two methods for compensating classified employees who have exhausted their paid leaves and continue to be absent due to illness or injury.

Option 1 below is for use by districts that subtract the actual cost of a substitute from the absent employee's salary for up to five months. Pursuant to Education Code 45196, the amount paid to a substitute must be less than the absent employee's salary unless the Board has adopted a salary schedule for substitutes. In *California School Employees Association v. Tustin Unified School District*, the court ruled that a district could deduct from the absent employee's salary only the cost of an outside substitute employee, not the cost of existing classified employee(s) working additional hours to fill the position during the absence.

Option 2 is mandated pursuant to Education Code 45196 for districts that annually credit regular classified employees with at least 100 working days of paid sick leave and, after they have exhausted all fully paid leaves, compensate them at 50 percent or more of their regular salary for the remainder of the 100 working days. Option 2 may be revised to specify more than 100 working days and/or the level of compensation the district will pay an employee, if it chooses to pay more than 50 percent of the employee's salary.

Districts that maintain a catastrophic leave program for their classified employees should specify how the program will affect the differential leave pay to which the employee may be entitled.

~~OPTION 1: (Differential pay: employee's salary minus actual cost of substitute)~~

~~When a classified employee has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (Education Code 45196)~~

~~The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.~~

~~OPTION 1 ENDS HERE~~

OPTION 2: (Annual credit of 100 working days of paid sick leave; once fully paid leaves exhausted, 50 percent or more of regular salary for remainder of the 100 days)

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at least 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

OPTION 2 ENDS HERE

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

CSBA NOTE: Pursuant to Education Code 45196.1, the district is required to provide differential pay to a classified employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. Education Code 45196.1 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 45196.1 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

CSBA NOTE: Pursuant to Education Code 45195, the following extension of leave may be either paid or unpaid, and the Board may grant full pay for the full 18 months' allowable absence, if desired.

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

If the employee is still unable to return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to seniority. (Education Code 45195)

Verification Requirements

CSBA NOTE: Education Code 45191 **mandates** the Board to adopt regulations that require proof of illness or injury and prescribe the means of verification. However, Education Code 45191 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. The following section should be modified to reflect district practice and any procedures that have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5. Because Labor Code 246.5 is silent on requests for verification, and requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (Items #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

Short-Term and Substitute Employees

CSBA NOTE: Pursuant to Labor Code 245-249, the district is required to grant a minimum of one hour of paid sick leave for every 30 hours worked by an employee who works for 30 days within a year of employment. In implementing this requirement, Labor Code 246, as amended by SB 616, permits the district to use any of the options specified below. Option 1 provides for paid leave accrual based on one hour for every 30 hours worked. Option 2 allows an accrual method that provides for a regular accrual basis and ensures that the employee receives 24 hours of paid sick leave by the 120th calendar day of employment or each calendar year or 12-month period~~.~~, and at least 40 hours of paid sick leave by the 200th calendar day of employment, each calendar year, or 12-month period. Option 3 is for any district that credits employees with ~~24~~40 hours or ~~three~~five days of paid sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year. In addition, pursuant to Labor Code 245.5, retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions.

If a district implements Option 1 or Option 2, Labor Code 246 allows, but does not require, the district to limit employees' use of accrued paid sick days to 40 hours or five days each year of

employment, calendar year, or 12-month period. The district should select the option below which corresponds to its approach under Labor Code 246.

See section below titled "Healthy Workplaces, Healthy Families Act Requirements" for additional requirements.

~~OPTION 1: (Paid leave accrual based on one hour for every 30 hours worked)~~

~~Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48~~80 ~~hours. or ten days. However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)~~

~~OPTION 1 ENDS HERE~~

~~OPTION 2: (Paid leave accrual method that provides for a regular accrual basis)~~

~~Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall accrue, on a regular basis, paid sick leave of up to 24 hours by the 120th calendar day of their employment or each calendar year or 12-month period.~~, ~~and at least 40 hours or five days of paid sick leave by the 200th calendar day of employment, each calendar year, or 12-month period. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48~~80 ~~hours. or ten days. However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)~~

~~OPTION 2 ENDS HERE~~

OPTION 3: (Paid leave that credits employees with sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year)

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be credited with ~~24~~40 hours or ~~three~~five days of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

OPTION 3 ENDS HERE

CSBA NOTE: The following paragraph applies to all the above options.

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

CSBA NOTE: The following paragraph applies to all of the above options and reflects the intent of the Healthy Workplaces, Healthy Families Act to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following

paragraph may be revised to include additional reasons for which short-term or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, a district is not required to inquire into the purposes for which an employee uses paid leave.

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

    a. That an employee is entitled to accrue, request, and use paid sick days

    b. The number of sick days provided by Labor Code 245-249

    c. The terms of use of paid sick days

    d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee

    CSBA NOTE: Pursuant to Labor Code 246, as amended by SB 616, districts are required to provide 40 hours or five days of paid sick leave to eligible employees.

2. Provide at least ~~24~~40 hours or ~~three~~five days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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 44042.5	Wage overpayment
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45191	Personal illness and injury leave; classified employees
Ed. Code 45191.5	Leave for military service-connected disability
Ed. Code 45193	Leave of absence for pregnancy; use of sick leave under certain circumstance
Ed. Code 45195	Additional leave
Ed. Code 45196	Salary deductions during sick leave; classified employees
Ed. Code 45196.1	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 45202	Transfer of accumulated sick leave and other benefits
Gov. Code 12945.1-12945.~~2~~21	California Family Rights Act
Gov. Code 12945.6	~~Parental~~Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014

Federal	Description
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993

34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
20 USC 1684-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources	**Description**
Court Decision	California School Employees Association v. Colton Joint Unified School District (2009) 170 Cal.App.4th 957
Court Decision	California School Employees Association v. Tustin Unified School District (2007) 148 Cal.App.4th 510
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
0470	COVID-19 Mitigation Plan
4032	Reasonable Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4119.41	Employees With Infectious Disease
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave

4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.41	Employees With Infectious Disease
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely

4319.41	Employees With Infectious Disease
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4361.1: Personal Illness/Injury Leave **Status:** ADOPTED

Original Adopted Date: 03/01/2017 **| Last Revised Date:** 06/01/2023~~2023~~2024 **| Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following administrative regulation applies to certificated employees, including certificated management. For classified employees, including classified management, see AR 4261.1 – Personal Illness/Injury Leave.

The following administrative regulation is subject to collective bargaining. and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law. Certain portions of this administrative regulation are **mandated** or **conditionally mandated**; see "Verification Requirements" and "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" sections below.

Education Code 44978 provides a minimum of 10 days of personal illness or injury leave (sick leave) per year for certificated employees working five days a week. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days or more within a year of their employment, including temporary and substitute employees. Pursuant to Labor Code 246, as amended by SB 616 (Ch. 309, Statutes of 2023), a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of their employment or each calendar year or 12-month period.~~,~~ and at least 40 hours or five days of paid sick leave by the 200th calendar day of employment, each calendar year, or 12–month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. However, even for employees covered by a valid collective bargaining agreement, Labor Code 246.5, as amended by SB 616, extends procedural protections regarding retaliation to such employees. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see the section titled "Healthy Workplaces,

Healthy Families Act Requirements" below. For paid sick leave for temporary and substitute certificated employees, see BP/AR 4121 - Temporary/Substitute Personnel. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

The following administrative regulation applies to certificated employees, including certificated management. For classified employees, including classified management, see Administrative Regulation 4261.1 – Personal Illness/Injury Leave.

Certificated employees employed five school days per week are entitled to 10 ~~days~~'days leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

~~Certificated employees~~A certificated employee may use sick leave for absences ~~due~~as authorized by law and/or collective bargaining agreement, including, but not limited to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

   CSBA NOTE: Pursuant to Government Code 12945.6, as added by SB 848 (Ch. 724, Statutes of 2023), the district is prohibited from refusing to grant a request by an employee to take up to five days of reproductive loss leave following a reproductive loss event. See AR 4161.2/4261.2/4361.2 – Personal Leaves.

   Additionally, pursuant to Title IX (20 USC 1681-1688) and implementing regulation 34 CFR 106.57, as amended by 89 Fed. Reg. 33474, the district is required to treat pregnancy, childbirth, termination of pregnancy, or lactation, including any related medical condition or recovery, as it would any other temporary medical condition for job-related purposes, including leaves.

2. Pregnancy, miscarriage, childbirth, and related recovery, as well as reproductive loss (Education Code 44965, 44978; Government Code 12945.6)

3. Personal necessity (Education Code 44981)

CSBA NOTE: Optional Item #4 below may be revised to specify a different minimum increment for sick leave.

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement ofthe child. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRAleave.

Government Code 12945.21, as amended by AB 1756 (Ch. 478, Statutes of 2023), establishes a small employer family leave mediation pilot program, until January 1, 2025, for very small districts that employ between 5-19 employees to mediate disputes about the employee's right to medical or family care leave under CFRA and/or bereavement leave.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit an employee to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in Item #7 below, Labor Code 245.5~~, as amended by AB 1041 (Ch. 748, Statutes of 2022),~~ includes a designated person in the definition of a "family member," in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Pursuant to Government Code 12945.2 and Labor Code 245.5~~, as amended by AB 1041~~, a "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

CSBA NOTE: Pursuant to Government Code 12945.7, districts are required to provide up to five days of bereavement leave for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the bereavement leave. The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. For more information on bereavement leave, see AR 4161.2/4261.2/4361.2 – Personal Leaves. Districts with questions about the application of their bereavement leave policies should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

9. Bereavement leave, as specified in Administrative Regulation 4161.2/4261.2/4361.2 – Personal Leaves (Education Code 44985; Government Code 12945.7)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

~~CSBA NOTE: The following paragraph is optional.~~

~~An employee shall reimburse the district for any unearned sick leave used as of the date of termination.~~

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

CSBA NOTE: The following ~~optional paragraph~~ two paragraphs are recommended and may be revised to reflect district practice. For more information regarding wage overpayment, see BP 4151/4251/4351 – Employee Compensation.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination, in accordance with Education Code 44042.5.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

CSBA NOTE: Pursuant to Education Code 44979-44980, certificated employees are entitled to have their accumulated sick leave transferred with them in the circumstances specified in the following optional paragraph.

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

CSBA NOTE: Pursuant to Education Code 44978.2, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first

date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

CSBA NOTE: The following ~~optional~~ section is recommended and may be revised to reflect district practice.

An employee shall notify the Superintendent or designee of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

CSBA NOTE: Pursuant to Education Code 44977, employees who are absent due to illness for up to five months after exhausting all available sick leave must receive their regular salary minus the cost of a substitute. Alternatively, Education Code 44983 allows districts to adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. When an employee is absent for a cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from the employee's salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations.

Option 1 below is for use by districts that subtract the cost of a substitute from the absent employee's salary pursuant to Education Code 44977. Option 2 is **mandated** pursuant to Education Code 44983 for districts that choose to give certificated employees 50 percent or more of their regular salary during the period of absence, and may be revised to specify a percentage higher than 50 percent in accordance with district practice.

If not covered in the district's bargaining agreement, the district may add provisions to this section reflecting salary deductions for employees absent longer than five months.

OPTION 1: (Differential pay: regular salary minus cost of substitute)

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

OPTION 1 ENDS HERE

~~OPTION 2: (50 percent of employee's regular salary)~~

~~After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five months, the employee shall receive at least 50 percent of the employee's regular salary during the additional period of absence. (Education Code 44983)~~

~~OPTION 2 ENDS HERE~~

Absence Beyond Five-Month Period/Reemployment List

CSBA NOTE: The following paragraph is required for districts that select Option 1 (i.e., differential pay) in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above and should be carefully considered by districts that select Option 2 (i.e., 50 percent pay). Education Code 44978.1 requires the establishment of a reemployment list for employees who are unable to resume their duties after the five-month period provided pursuant to Education Code 44977.

Although Education Code 44978.1 does not explicitly require a reemployment list for districts selecting Option 2, such districts should be aware that failure to establish a reemployment list may subject employees to termination following a five-month absence. Therefore, any district that selects Option 2 and currently maintains a reemployment list for employees who are absent beyond the five-month period, or that wishes to establish such a list, should consult CSBA's District and County Office of Education Legal Services or district legal counsel before changing its policy or practices.

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR

4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

CSBA NOTE: Pursuant to Education Code 44977.5, the district is required to provide differential pay to a certificated employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. Education Code 44977.5 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 44977.5 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

CSBA NOTE: Education Code 44978 **mandates** the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. The following section should be modified to reflect district practice and any procedures which have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5. Because Labor Code 246.5 is silent on requests for verification, and requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (Items #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification

could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase employees' or their family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

    a. That an employee is entitled to accrue, request, and use paid sick days

    b. The number of sick days provided by Labor Code 245-249

    c. The terms of use of paid sick days

    d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee

CSBA NOTE: Pursuant to Labor Code 246, as amended by SB 616, districts are required to provide 40 hours or five days of paid sick leave to eligible employees.

2. Provide at least ~~24~~40 hours or ~~three~~five days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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 5601	Transfer of accumulated sick leave
Ed. Code 44042.5	Wage overpayment
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth

Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service-connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district
Ed. Code 44980	Transfer of accumulated sick leave to a county office of education
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees
Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44986	Leave of absence; state disability benefits
Ed. Code 45194	Bereavement leave of absence; classified
Gov. Code 12945.1-12945.~~2~~21	California Family Rights Act
Gov. Code 12945.6	~~Parental~~Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
Lab. Code 220	Sections inapplicable to public employees
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014
Federal	**Description**
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX

20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources	Description
Court Decision	Veguez v. Governing Board of Long Beach Unified School District (2005) 127 Cal.App.4th 406
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
2121	Superintendent's Contract
4032	Reasonable Accommodation
4112.2	Certification
4112.2	Certification
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.11	Preretirement Part-Time Employment
4119.41	Employees With Infectious Disease
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries

4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.42	Drug And Alcohol Testing For School Bus Drivers

4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4317.11	Preretirement Part-Time Employment
4319.41	Employees With Infectious Disease
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4161.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following **mandated** administrative regulation is subject to collective bargaining ~~agreements.~~and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

Personal leaves granted to district employees shall be used as permitted in law, this administrative regulation, other Governing Board-approved policy or district regulation, or applicable collective bargaining agreement, or as otherwise required by law.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state statute (e.g., Education Code, Military and Veterans Code). Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Pursuant to Government Code 12945.7, ~~as added by AB 1949 (Ch. 767, Statutes of 2022),~~ districts are required to provide up to five days of bereavement leave for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the bereavement leave. Education Code 44985 and 45194 grant three days, or five days if out-of-state travel is required, of paid bereavement leave for certificated and classified employees upon the death of a member of the employee's "immediate family." Government Code 12945.7~~, as added by AB 1949,~~ potentially expands the length of this leave, but not necessarily the requirement to pay for this leave. Education Code 44985 and 45194 grant bereavement leave for a member of the employee's "immediate family," the definition of which is more expansive than a "family member," pursuant to Government Code 12945.7. Any bereavement leave taken under the Education Code and/or Government Code runs concurrently and not consecutively.

The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. Additionally, Government Code 12945.7~~, as added by AB 1949,~~ makes it unlawful to retaliate or discriminate against an employee for using bereavement leave or to interfere with an employee's right to use bereavement leave.

Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. Additionally, Government Code 12945.2 includes parent-in-law in the definition of "family member" for purposes of bereavement leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.

Districts with questions about bereavement leave should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The following paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to five days upon the death of any member of the employee's immediate family, as defined in Education Code 44985 and 45194. ~~(Government Code 12945.7)~~

~~No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194; Government Code 12945.7)~~

~~CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2 includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.~~

"Immediate ~~*Family*~~family" means a parent, parent-in-law, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, domestic partner, child, child-in-law, sibling, or sibling-in-law of the employee, or any relative living in the immediate household of the employee. (Education Code 44985, 45194; Government Code 12945.7)

No deduction shall be made from the employee's salary for any authorized paid bereavement leave as specified in the collective bargaining agreement or as otherwise established by this policy, nor shall such leave be deducted from any other leave to which the employee is entitled unless requested by the employee. (Education Code 44985, 45194; Government Code 12945.7)

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Reproductive Loss

CSBA NOTE: Pursuant to Government Code 12945.6, as added by SB 848 (Ch. 724, Statutes of 2023), the district is prohibited from refusing to grant a request by an employee who has worked at least 30 days for the district to take up to five days of reproductive loss leave following a reproductive loss event. The district is not required to grant more than 20 days for multiple reproductive loss events during a 12-month period.

Government Code 12945.6, as added by SB 848, prohibits the district from retaliating or discriminating against an employee for taking reproductive loss leave or giving information or testimony related to such right, or to interfere with, restrain, or deny the exercise or attempted exercise of this right.

Upon request by any employee who has experienced a reproductive loss event, defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, the district shall grant the employee up to five days of reproductive loss leave, to be taken consecutively or non-consecutively. The employee shall take the leave within three months following the event. If the employee is on another type of leave at the time of the reproductive loss event, or chooses to take another type of leave immediately following a reproductive loss event, then the reproductive loss leave shall be completed within three months of the end date of the other leave. (Government Code 12945.6)

CSBA NOTE: Pursuant to Government Code 12945.6, as added by SB 848, reproductive loss leave is required to be taken pursuant to any existing applicable leave policy of the district. However, if the district's leave policy does not so specify, the reproductive loss leave will be unpaid, but the employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. Districts that provide paid reproductive loss leave should revise the following paragraph to reflect district practice.

Reproductive loss leave will be unpaid unless the employee chooses to use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. (Government Code 12945.6)

Any request or inquiry or information provided by an employee related to reproductive loss leave and/or a reproductive loss shall remain confidential, except to internal personnel or counsel as necessary or as required by law.

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in the applicable collective

bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207; Government Code 12945.7)

2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult CSBA's District and County Office of Education Legal Services or district legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

Pursuant to Government Code 12945.2 and Labor Code 245.5, ~~as amended by AB 1041 (Ch. 748, Statutes of 2022), CFRA~~the California Family Rights Act (CFRA) provides an eligible employee with up to 12 weeks of unpaid, job-protected leave to care for a designated person who has a serious health condition, in addition to caring for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Government Code 12945.2; Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in Items #1-2 above and by certificated employees for the reasons specified in Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations (DIR), employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or for which the need is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 mandate the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district, or personnel commission for merit districts, to (1) adopt any rule, regulation, or policy that encourages classified employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury

2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional and applies only to certificated employees. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. The Board may grant the leave with or without pay. Districts that do not grant such leave should delete this paragraph., or revise it to reflect district practice.

~~An~~A certificated employee shall be granted leave with pay to appear in court as a witness other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee who is a victim of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of such victim may be absent from work in order to attend related judicial proceedings, if the crime is any of the following: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)

2. A serious felony as defined in Penal Code 1192.7(c)

3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, stalking, or 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 any available vacation, personal leave, or compensatory time off for the purposes

described in Items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, Items #2-5 apply to districts with 25 or more employees.

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child

2. Seek medical attention for injuries caused by crime or abuse

3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse

4. Obtain psychological counseling or mental health services related to an experience of crime or abuse

5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or 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.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim

2. A court order protecting or separating 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 domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that 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 certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify district employees of employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on DIR's website, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form.

The Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using leave for child-related activities is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due

to one of the following circumstances:

a. A request by the school or child care provider that the child be picked up

b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider

c. Behavioral or discipline problems

d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays

e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state

2. The board, commission, organization, or group informs the district in writing of the service

3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's written request, for compensation paid to the employee's substitute and for actual related administrative costs

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated or classified employee may take time off without loss of compensation to serve as an elected officer of any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by

the employee organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in *Rankin v. Commission on Professional Competence*.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the

intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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
CA Constitution Article 1, Section 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave

Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault, or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964

Management Resources	**Description**
Court Decision	Rankin v. Commission on Professional Competence (1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District (2008) PERB Decision No. 1954
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	**Description**
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications

4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security

4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4261.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following **mandated** administrative regulation is subject to collective bargaining ~~agreements.~~and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

Personal leaves granted to district employees shall be used as permitted in law, this administrative regulation, other Governing Board-approved policy or district regulation, or applicable collective bargaining agreement, or as otherwise required by law.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state statute (e.g., Education Code, Military and Veterans Code). Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Pursuant to Government Code 12945.7, ~~as added by AB 1949 (Ch. 767, Statutes of 2022),~~ districts are required to provide up to five days of bereavement leave for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the bereavement leave. Education Code 44985 and 45194 grant three days, or five days if out-of-state travel is required, of paid bereavement leave for certificated and classified employees upon the death of a member of the employee's "immediate family." Government Code 12945.7~~, as added by AB 1949,~~ potentially expands the length of this leave, but not necessarily the requirement to pay for this leave. Education Code 44985 and 45194 grant bereavement leave for a member of the employee's "immediate family," the definition of which is more expansive than a "family member," pursuant to Government Code 12945.7. Any bereavement leave taken under the Education Code and/or Government Code runs concurrently and not consecutively.

The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. Additionally, Government Code 12945.7~~, as added by AB 1949,~~ makes it unlawful to retaliate or discriminate against an employee for using bereavement leave or to interfere with an employee's right to use bereavement leave.

Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. Additionally, Government Code 12945.2 includes parent-in-law in the definition of "family member" for purposes of bereavement leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.

Districts with questions about bereavement leave should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The following paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to five days upon the death of any member of the employee's immediate family, as defined in Education Code 44985 and 45194. ~~(Government Code 12945.7)~~

~~No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194; Government Code 12945.7)~~

~~CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2 includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.~~

"Immediate ~~*Family*~~family" means a parent, parent-in-law, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, domestic partner, child, child-in-law, sibling, or sibling-in-law of the employee, or any relative living in the immediate household of the employee. (Education Code 44985, 45194; Government Code 12945.7)

No deduction shall be made from the employee's salary for any authorized paid bereavement leave as specified in the collective bargaining agreement or as otherwise established by this policy, nor shall such leave be deducted from any other leave to which the employee is entitled unless requested by the employee. (Education Code 44985, 45194; Government Code 12945.7)

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Reproductive Loss

CSBA NOTE: Pursuant to Government Code 12945.6, as added by SB 848 (Ch. 724, Statutes of 2023), the district is prohibited from refusing to grant a request by an employee who has worked at least 30 days for the district to take up to five days of reproductive loss leave following a reproductive loss event. The district is not required to grant more than 20 days for multiple reproductive loss events during a 12-month period.

Government Code 12945.6, as added by SB 848, prohibits the district from retaliating or discriminating against an employee for taking reproductive loss leave or giving information or testimony related to such right, or to interfere with, restrain, or deny the exercise or attempted exercise of this right.

Upon request by any employee who has experienced a reproductive loss event, defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, the district shall grant the employee up to five days of reproductive loss leave, to be taken consecutively or non-consecutively. The employee shall take the leave within three months following the event. If the employee is on another type of leave at the time of the reproductive loss event, or chooses to take another type of leave immediately following a reproductive loss event, then the reproductive loss leave shall be completed within three months of the end date of the other leave. (Government Code 12945.6)

CSBA NOTE: Pursuant to Government Code 12945.6, as added by SB 848, reproductive loss leave is required to be taken pursuant to any existing applicable leave policy of the district. However, if the district's leave policy does not so specify, the reproductive loss leave will be unpaid, but the employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. Districts that provide paid reproductive loss leave should revise the following paragraph to reflect district practice.

Reproductive loss leave will be unpaid unless the employee chooses to use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. (Government Code 12945.6)

Any request or inquiry or information provided by an employee related to reproductive loss leave and/or a reproductive loss shall remain confidential, except to internal personnel or counsel as necessary or as required by law.

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in the applicable collective

bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207; Government Code 12945.7)

2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult CSBA's District and County Office of Education Legal Services or district legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

Pursuant to Government Code 12945.2 and Labor Code 245.5, ~~as amended by AB 1041 (Ch. 748, Statutes of 2022), CFRA~~the California Family Rights Act (CFRA) provides an eligible employee with up to 12 weeks of unpaid, job-protected leave to care for a designated person who has a serious health condition, in addition to caring for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Government Code 12945.2; Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in Items #1-2 above and by certificated employees for the reasons specified in Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations (DIR), employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or for which the need is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 mandate the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district, or personnel commission for merit districts, to (1) adopt any rule, regulation, or policy that encourages classified employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury

2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional and applies only to certificated employees. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. The Board may grant the leave with or without pay. Districts that do not grant such leave should delete this paragraph., or revise it to reflect district practice.

~~An~~A certificated employee shall be granted leave with pay to appear in court as a witness other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee who is a victim of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of such victim may be absent from work in order to attend related judicial proceedings, if the crime is any of the following: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)

2. A serious felony as defined in Penal Code 1192.7(c)

3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, stalking, or 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 any available vacation, personal leave, or compensatory time off for the purposes

described in Items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, Items #2-5 apply to districts with 25 or more employees.

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child

2. Seek medical attention for injuries caused by crime or abuse

3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse

4. Obtain psychological counseling or mental health services related to an experience of crime or abuse

5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or 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.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim

2. A court order protecting or separating 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 domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that 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 certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify district employees of employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on DIR's website, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form.

The Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using leave for child-related activities is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due

to one of the following circumstances:

a. A request by the school or child care provider that the child be picked up

b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider

c. Behavioral or discipline problems

d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays

e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state

2. The board, commission, organization, or group informs the district in writing of the service

3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's written request, for compensation paid to the employee's substitute and for actual related administrative costs

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated or classified employee may take time off without loss of compensation to serve as an elected officer of any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by

the employee organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in *Rankin v. Commission on Professional Competence*.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the

intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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
CA Constitution Article 1, Section 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave

Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault, or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964

Management Resources	**Description**
Court Decision	Rankin v. Commission on Professional Competence (1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District (2008) PERB Decision No. 1954
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	**Description**
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications

4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security

4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4361.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following **mandated** administrative regulation is subject to collective bargaining ~~agreements.~~and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

Personal leaves granted to district employees shall be used as permitted in law, this administrative regulation, other Governing Board-approved policy or district regulation, or applicable collective bargaining agreement, or as otherwise required by law.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state statute (e.g., Education Code, Military and Veterans Code). Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Pursuant to Government Code 12945.7, ~~as added by AB 1949 (Ch. 767, Statutes of 2022),~~ districts are required to provide up to five days of bereavement leave for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the bereavement leave. Education Code 44985 and 45194 grant three days, or five days if out-of-state travel is required, of paid bereavement leave for certificated and classified employees upon the death of a member of the employee's "immediate family." Government Code 12945.7~~, as added by AB 1949,~~ potentially expands the length of this leave, but not necessarily the requirement to pay for this leave. Education Code 44985 and 45194 grant bereavement leave for a member of the employee's "immediate family," the definition of which is more expansive than a "family member," pursuant to Government Code 12945.7. Any bereavement leave taken under the Education Code and/or Government Code runs concurrently and not consecutively.

The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. Additionally, Government Code 12945.7~~, as added by AB 1949,~~ makes it unlawful to retaliate or discriminate against an employee for using bereavement leave or to interfere with an employee's right to use bereavement leave.

Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. Additionally, Government Code 12945.2 includes parent-in-law in the definition of "family member" for purposes of bereavement leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.

Districts with questions about bereavement leave should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The following paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to five days upon the death of any member of the employee's immediate family, as defined in Education Code 44985 and 45194. ~~(Government Code 12945.7)~~

~~No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194; Government Code 12945.7)~~

~~CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2 includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.~~

"Immediate ~~*Family*~~family" means a parent, parent-in-law, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, domestic partner, child, child-in-law, sibling, or sibling-in-law of the employee, or any relative living in the immediate household of the employee. (Education Code 44985, 45194; Government Code 12945.7)

No deduction shall be made from the employee's salary for any authorized paid bereavement leave as specified in the collective bargaining agreement or as otherwise established by this policy, nor shall such leave be deducted from any other leave to which the employee is entitled unless requested by the employee. (Education Code 44985, 45194; Government Code 12945.7)

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Reproductive Loss

CSBA NOTE: Pursuant to Government Code 12945.6, as added by SB 848 (Ch. 724, Statutes of 2023), the district is prohibited from refusing to grant a request by an employee who has worked at least 30 days for the district to take up to five days of reproductive loss leave following a reproductive loss event. The district is not required to grant more than 20 days for multiple reproductive loss events during a 12-month period.

Government Code 12945.6, as added by SB 848, prohibits the district from retaliating or discriminating against an employee for taking reproductive loss leave or giving information or testimony related to such right, or to interfere with, restrain, or deny the exercise or attempted exercise of this right.

Upon request by any employee who has experienced a reproductive loss event, defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, the district shall grant the employee up to five days of reproductive loss leave, to be taken consecutively or non-consecutively. The employee shall take the leave within three months following the event. If the employee is on another type of leave at the time of the reproductive loss event, or chooses to take another type of leave immediately following a reproductive loss event, then the reproductive loss leave shall be completed within three months of the end date of the other leave. (Government Code 12945.6)

CSBA NOTE: Pursuant to Government Code 12945.6, as added by SB 848, reproductive loss leave is required to be taken pursuant to any existing applicable leave policy of the district. However, if the district's leave policy does not so specify, the reproductive loss leave will be unpaid, but the employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. Districts that provide paid reproductive loss leave should revise the following paragraph to reflect district practice.

Reproductive loss leave will be unpaid unless the employee chooses to use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. (Government Code 12945.6)

Any request or inquiry or information provided by an employee related to reproductive loss leave and/or a reproductive loss shall remain confidential, except to internal personnel or counsel as necessary or as required by law.

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in the applicable collective

bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207; Government Code 12945.7)

2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult CSBA's District and County Office of Education Legal Services or district legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

Pursuant to Government Code 12945.2 and Labor Code 245.5, ~~as amended by AB 1041 (Ch. 748, Statutes of 2022), CFRA~~the California Family Rights Act (CFRA) provides an eligible employee with up to 12 weeks of unpaid, job-protected leave to care for a designated person who has a serious health condition, in addition to caring for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Government Code 12945.2; Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in Items #1-2 above and by certificated employees for the reasons specified in Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations (DIR), employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or for which the need is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 mandate the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district, or personnel commission for merit districts, to (1) adopt any rule, regulation, or policy that encourages classified employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury

2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional and applies only to certificated employees. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. The Board may grant the leave with or without pay. Districts that do not grant such leave should delete this paragraph., or revise it to reflect district practice.

~~An~~A certificated employee shall be granted leave with pay to appear in court as a witness other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee who is a victim of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of such victim may be absent from work in order to attend related judicial proceedings, if the crime is any of the following: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)

2. A serious felony as defined in Penal Code 1192.7(c)

3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, stalking, or 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 any available vacation, personal leave, or compensatory time off for the purposes

described in Items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, Items #2-5 apply to districts with 25 or more employees.

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child

2. Seek medical attention for injuries caused by crime or abuse

3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse

4. Obtain psychological counseling or mental health services related to an experience of crime or abuse

5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or 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.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim

2. A court order protecting or separating 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 domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that 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 certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify district employees of employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on DIR's website, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form.

The Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using leave for child-related activities is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due

to one of the following circumstances:

a. A request by the school or child care provider that the child be picked up

b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider

c. Behavioral or discipline problems

d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays

e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state

2. The board, commission, organization, or group informs the district in writing of the service

3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's written request, for compensation paid to the employee's substitute and for actual related administrative costs

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated or classified employee may take time off without loss of compensation to serve as an elected officer of any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by

the employee organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in *Rankin v. Commission on Professional Competence*.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the

intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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
CA Constitution Article 1, Section 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave

Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault, or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964

Management Resources	**Description**
Court Decision	Rankin v. Commission on Professional Competence (1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District (2008) PERB Decision No. 1954
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	**Description**
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications

4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security

4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4261.1: Personal Illness/Injury Leave **Status:** ADOPTED

Original Adopted Date: 03/01/2017 **| Last Revised Date:** 06/01/2023~~2023~~2024 **| Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following administrative regulation applies to classified employees, including classified management. For certificated employees, including certificated management, see AR 4161.1/4361.1 – Personal Illness/Injury Leave.

The following administrative regulation is subject to collective bargaining. and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law. Certain portions of this administrative regulation are **mandated** or **conditionally mandated**; see "Verification Requirements" and "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" sections below.

Education Code 45191 provides a minimum of 12 days of personal illness or injury leave (sick leave) per year for classified employees working five days a week, in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly. Employees who work less than a full fiscal year, or fewer than five days a week, are entitled to the number of days of sick leave proportionate to the time they work, and to any additional sick leave that may be approved by the Board in the same proportion.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of employment, including classified employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of employment or each calendar year or 12-month period, and, as amended by SB 616 (Ch. 309, Statutes of 2023), at least 40 hours or five days of accrued sick leave or paid time off by the 200th calendar day of employment, each calendar year, or 12–month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. However, even for employees covered by a valid collective bargaining agreement, Labor Code 246.5, as amended by SB 616, extends procedural protections regarding retaliation to such employees. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see sections titled "Short-Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below. For sick leave for certificated employees, see AR 4161.1/4361.1 - Personal Illness/Injury Leave.

The following administrative regulation applies to classified employees, including classified management. For certificated employees, including certificated management, see Administrative Regulation 4161.1/4361.1 – Personal Illness/Injury Leave.

Classified employees employed five days a week are entitled to 12 ~~days'~~days leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 45191; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

A classified employee may use sick leave for absences ~~due to:~~as authorized by law and/or collective bargaining agreement, including, but not limited to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease (Education Code 45199)

CSBA NOTE: ~~Although Education~~Pursuant to Government Code ~~45193 does not expressly provide classified employees leave for miscarriage, in order to treat employees consistently,~~12945.6, as added by SB 848 (Ch. 724, Statutes of 2023), the ~~Board may~~ district is prohibited from refusing to grant ~~leave to classified employees for miscarriage as provided for certificated employees~~a request by an employee to take up to five days of reproductive loss leave following a reproductive loss event; see AR 4161.2/4261.2/4361.2 - Personal Leaves.

Additionally, pursuant to ~~Education Code 44965~~Title IX (20 USC 1681-1688) and ~~44978~~implementing regulation 34 CFR 106.57, as amended by 89 Fed. Reg. 33474, the district is required to treat pregnancy, childbirth, termination of pregnancy, or lactation, including any related medical condition or recovery, as it would any other temporary medical condition for job-related purposes, including leaves.

2. Pregnancy, miscarriage, childbirth, and related recovery, as well as reproductive loss (Education Code 45193~~)~~ ; Government Code 12945.6)

~~2.~~ 3. Personal necessity (Education Code 45207)

CSBA NOTE: Optional Item #4 below may be revised to specify a different minimum increment.

~~3.~~4. Medical and dental appointments, in increments of not less than one hour

~~4.~~5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement ofthe child. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRAleave.

Government Code 12945.21, as amended by AB 1756 (Ch. 478, Statutes of 2023), establishes a small employer family leave mediation pilot program, until January 1, 2025, for very small districts that employ between 5-19 employees to mediate disputes about the employee's right to medical or family care leave under CFRA and/or bereavement leave.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

~~5.~~6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit an employee to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in Item #7 below, Labor Code 245.5~~, as amended by AB 1041 (Ch. 748, Statutes of 2022),~~ includes a designated person in the definition of a "family member," in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Government Code 12945.2~~, as amended by AB 1041,~~ defines a "designated person" as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

~~6.~~7. Need of the employee or the employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)

~~7.~~ 8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

CSBA NOTE: Pursuant to Government Code 12945.7, districts are required to provide up to five days of bereavement leave for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the bereavement leave. The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. For more information on bereavement leave, see AR 4161.2/4261.2/4361.2 – Personal Leaves. Districts with questions about the application of their bereavement leave policies should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

9. Bereavement leave, as specified in Administrative Regulation 4161.2/4261.2/4361.2 – Personal Leaves (Education Code 45194; Government Code 12945.7)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

~~CSBA NOTE: The following paragraph is optional.~~CSBA NOTE: The following two paragraphs are recommended and may be revised to reflect district practice. For more information regarding wage overpayment, see BP 4151/4251/4351 – Employee Compensation.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination~~.~~, in accordance with Education Codee 44042.5.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require newly employed classified employees to waive leave accumulated in a

previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

CSBA NOTE: Pursuant to Education Code 45202, classified employees who are terminated after at least one year of employment for any reason unrelated to discipline are entitled to have their accumulated sick leave transferred with them in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is optional and may revised to reflect district practice.

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

CSBA NOTE: Pursuant to Education Code 45191.5, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

CSBA NOTE: The following ~~optional~~ section is recommended and may be revised to reflect district practice.

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

CSBA NOTE: Pursuant to Education Code 45196, districts may choose one of two methods for compensating classified employees who have exhausted their paid leaves and continue to be absent due to illness or injury.

Option 1 below is for use by districts that subtract the actual cost of a substitute from the absent employee's salary for up to five months. Pursuant to Education Code 45196, the amount paid to a substitute must be less than the absent employee's salary unless the Board has adopted a salary schedule for substitutes. In *California School Employees Association v. Tustin Unified School District*, the court ruled that a district could deduct from the absent employee's salary only the cost of an outside substitute employee, not the cost of existing classified employee(s) working additional hours to fill the position during the absence.

Option 2 is mandated pursuant to Education Code 45196 for districts that annually credit regular classified employees with at least 100 working days of paid sick leave and, after they have exhausted all fully paid leaves, compensate them at 50 percent or more of their regular salary for the remainder of the 100 working days. Option 2 may be revised to specify more than 100 working days and/or the level of compensation the district will pay an employee, if it chooses to pay more than 50 percent of the employee's salary.

Districts that maintain a catastrophic leave program for their classified employees should specify how the program will affect the differential leave pay to which the employee may be entitled.

~~OPTION 1: (Differential pay: employee's salary minus actual cost of substitute)~~

~~When a classified employee has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (Education Code 45196)~~

~~The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.~~

~~OPTION 1 ENDS HERE~~

OPTION 2: (Annual credit of 100 working days of paid sick leave; once fully paid leaves exhausted, 50 percent or more of regular salary for remainder of the 100 days)

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at least 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

OPTION 2 ENDS HERE

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

CSBA NOTE: Pursuant to Education Code 45196.1, the district is required to provide differential pay to a classified employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. Education Code 45196.1 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 45196.1 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

CSBA NOTE: Pursuant to Education Code 45195, the following extension of leave may be either paid or unpaid, and the Board may grant full pay for the full 18 months' allowable absence, if desired.

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

If the employee is still unable to return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to seniority. (Education Code 45195)

Verification Requirements

CSBA NOTE: Education Code 45191 **mandates** the Board to adopt regulations that require proof of illness or injury and prescribe the means of verification. However, Education Code 45191 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. The following section should be modified to reflect district practice and any procedures that have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5. Because Labor Code 246.5 is silent on requests for verification, and requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (Items #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

Short-Term and Substitute Employees

CSBA NOTE: Pursuant to Labor Code 245-249, the district is required to grant a minimum of one hour of paid sick leave for every 30 hours worked by an employee who works for 30 days within a year of employment. In implementing this requirement, Labor Code 246, as amended by SB 616, permits the district to use any of the options specified below. Option 1 provides for paid leave accrual based on one hour for every 30 hours worked. Option 2 allows an accrual method that provides for a regular accrual basis and ensures that the employee receives 24 hours of paid sick leave by the 120th calendar day of employment or each calendar year or 12-month period~~.~~, and at least 40 hours of paid sick leave by the 200th calendar day of employment, each calendar year, or 12-month period. Option 3 is for any district that credits employees with ~~24~~40 hours or ~~three~~five days of paid sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year. In addition, pursuant to Labor Code 245.5, retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions.

If a district implements Option 1 or Option 2, Labor Code 246 allows, but does not require, the district to limit employees' use of accrued paid sick days to 40 hours or five days each year of

employment, calendar year, or 12-month period. The district should select the option below which corresponds to its approach under Labor Code 246.

See section below titled "Healthy Workplaces, Healthy Families Act Requirements" for additional requirements.

~~OPTION 1: (Paid leave accrual based on one hour for every 30 hours worked)~~

~~Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48~~80 ~~hours. or ten days. However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)~~

~~OPTION 1 ENDS HERE~~

~~OPTION 2: (Paid leave accrual method that provides for a regular accrual basis)~~

~~Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall accrue, on a regular basis, paid sick leave of up to 24 hours by the 120th calendar day of their employment or each calendar year or 12-month period.~~, ~~and at least 40 hours or five days of paid sick leave by the 200th calendar day of employment, each calendar year, or 12-month period. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48~~80 ~~hours. or ten days. However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)~~

~~OPTION 2 ENDS HERE~~

OPTION 3: (Paid leave that credits employees with sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year)

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be credited with ~~24~~40 hours or ~~three~~five days of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

OPTION 3 ENDS HERE

CSBA NOTE: The following paragraph applies to all the above options.

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

CSBA NOTE: The following paragraph applies to all of the above options and reflects the intent of the Healthy Workplaces, Healthy Families Act to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following

paragraph may be revised to include additional reasons for which short-term or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, a district is not required to inquire into the purposes for which an employee uses paid leave.

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

    a. That an employee is entitled to accrue, request, and use paid sick days

    b. The number of sick days provided by Labor Code 245-249

    c. The terms of use of paid sick days

    d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee

    CSBA NOTE: Pursuant to Labor Code 246, as amended by SB 616, districts are required to provide 40 hours or five days of paid sick leave to eligible employees.

2. Provide at least ~~24~~40 hours or ~~three~~five days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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 44042.5	Wage overpayment
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45191	Personal illness and injury leave; classified employees
Ed. Code 45191.5	Leave for military service-connected disability
Ed. Code 45193	Leave of absence for pregnancy; use of sick leave under certain circumstance
Ed. Code 45195	Additional leave
Ed. Code 45196	Salary deductions during sick leave; classified employees
Ed. Code 45196.1	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 45202	Transfer of accumulated sick leave and other benefits
Gov. Code 12945.1-12945.~~2~~21	California Family Rights Act
Gov. Code 12945.6	~~Parental~~Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014

Federal	Description
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993

34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
20 USC 1684-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources	**Description**
Court Decision	California School Employees Association v. Colton Joint Unified School District (2009) 170 Cal.App.4th 957
Court Decision	California School Employees Association v. Tustin Unified School District (2007) 148 Cal.App.4th 510
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
0470	COVID-19 Mitigation Plan
4032	Reasonable Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4119.41	Employees With Infectious Disease
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
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4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
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4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
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4217.3	Layoff/Rehire
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4259	Employee Assistance Programs
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4312.42	Drug And Alcohol Testing For School Bus Drivers
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4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely

4319.41	Employees With Infectious Disease
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4354	Health And Welfare Benefits
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4361	Leaves
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4361.9	Catastrophic Leave Program

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 7000 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.

Below is the list of revised Board Policies (BP) and Administrative Regulations (AR):

- Board Policy 7214 - General Obligation Bonds
- Administrative Regulation 7214 - General Obligation Bonds

RECOMMENDATION:

Approve the first reading and adoption of revised Board Policies and Administrative Regulations – 7000 series: Board Policy 7214 - General Obligation Bonds and Administrative Regulation 7214 - General Obligation Bonds.

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

Policy 7214: General Obligation Bonds **Status:** ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** ~~05~~06/01/~~2017~~2024 | **Last Reviewed Date:** ~~05~~06/01/~~2017~~2024

CSBA NOTE: ~~Article 16, Section 18 of~~The following optional policy may be revised to reflect district practice. Pursuant to the California Constitution ~~permits~~, Article 16, Section 18, a school ~~districts to~~district may issue bonds for the construction of school facilities with either a 66.67 percent or 55 percent approval by local voters. To qualify for the lower 55 percent ~~(~~threshold pursuant to Proposition 39~~)~~ ~~threshold~~, districts ~~must use the bond funds for certain purposes and fulfill~~are required to comply with additional accountability requirements~~,~~ as required by law and as specified in this Board policy and accompanying administrative regulation.

Education Code 15100 sets forth conditions under which the Governing Board may call for a bond election. Pursuant to Education Code 15266, these conditions must be satisfied if the Board is seeking either the 66.67 percent or 55 percent approval threshold.

In 88 Ops.Cal.Atty.Gen. 46 (2005), the Attorney General opined that a school district may use district funds to hire a consultant to assess the feasibility of developing a bond measure and to assess the public's level of support ~~and opposition~~, but not to develop and implement a strategy to build a coalition to support the bond because such activities would be an impermissible use of public funds for campaign purposes in violation of Education Code 7054. However, in 99 Ops.Cal.Atty.Gen. 18 (2016), the Attorney General, while reaffirming the 2005 opinion, clarified that costs incurred from hiring consultants for pre-election services could not be paid from bond proceeds. For further discussion regarding use of district funds for political purposes, see BP 1160 - Political Processes. Districts with questions about use of bond proceeds should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Additional information about debt financing for districts may be found in the California Debt and Investment Advisory's (CDIAC) publication, "California Debt Financing Guide."

The Governing Board recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. The Board may direct the Superintendent to explore the possibility of a bond measure, which may include, but is not limited to, conducting community focus groups, surveys, and Board presentations. When the Board determines that it is in the best interest of district students, it may order an election on the question of whether bonds shall be issued to pay for school facilities.

CSBA NOTE: Pursuant to Government Code 8855, ~~as amended by SB 1029 (Ch. 307, Statutes of 2016),~~ the Board is required to adopt a debt management policy prior to issuing any debt, including a general obligation bond. For sample policy language fulfilling this mandate, see BP 3470 - Debt Issuance and Management.

For bonds requiring a 55 percent majority, Education Code 15268 and 15270 set limits as to the maximum amount of the bond and the tax rate that may be levied as a result of the bond. Limitations for bonds requiring a 66.67 percent majority are detailed in Education Code 15102-15109.

The Board's decision to order a bond election, as well as its determinations regarding the appropriate amount, timing, and structure of the bond issuance, shall be consistent with law and the district's debt management policy.

CSBA NOTE: Pursuant to Education Code 15100, ~~as amended by AB 2116 (Ch. 129, Statutes of 2016),~~ the following requirement applies to bond elections ordered by the Board regardless of whether the Board is seeking the 66.67 percent or 55 percent approval threshold.

Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot materials for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

Bonds Requiring 55 Percent Approval by Local Voters

CSBA NOTE: Pursuant to Education Code 15266, upon adoption of the resolution specified below, the district must comply with the accountability provisions required for the 55 percent threshold, even if the bond ultimately passes by a 66.67 percent majority of the voters.

The Board ~~may decide to pursue the authorization and issuance of bonds~~, by ~~approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If~~ a two-thirds ~~of the Board agrees to such an election, the Board shall~~ vote ~~to~~ and subject to Education Code 15100, may adopt a resolution to incur bonded indebtedness ~~if approved by a 55 percent majority of the voters~~and order an election. Pursuant to the California Constitution, Article 13A, Section 1(b)(3) and Article 16, Section 18(b), a bond election authorized pursuant to Education Code 15266 requires the approval of at least a 55 percent majority of the voters voting in the election. (Education Code 15266)

CSBA NOTE: Education Code 15266 requires bond elections to be held only during a regularly scheduled local election at which all of the electors (voters) in the district are entitled to vote. Therefore, those school districts whose boundaries encompass more than one city or county or whose board members are elected by trustee area must ensure that the bond election is on a ballot in which all of the electors in the district are entitled to vote, such as a statewide primary, general, or special election.

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district pursuant to Education Code 15266 shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities

2. The acquisition or lease of real property for school facilities

3. The refunding of any outstanding debt issuance used for the purposes specified in ~~items~~Items #1-2 above

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. Certification that proceeds from the sale of the bonds will be used only for the purposes specified in ~~items~~Items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses

CSBA NOTE: In *Taxpayers for Accountable School Bond Spending v. San Diego Unified School District*, the court held that new stadium lighting was not specifically authorized by the school bond when the bond language did not include construction of stadium lighting even though the full text of the measure authorized projects to "renovate/replace stadium bleachers" and to "upgrade fields, track, and courts for accessibility compliance" including "other costs incidental to and necessary for completion of the listed projects including ... field lighting." Since bond proceeds may only be spent on school facilities projects listed in the bond project list, aspects of a project other than those that are incidental to and necessary for its completion should be explicitly authorized. Districts with questions about project list language should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

2. A list of specific school facilities projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

CSBA NOTE: The question of whether ~~or not~~ bond proceeds may be used to pay the costs of the audits required pursuant to ~~items~~Items #3-4 below should be referred to ~~the district's~~CSBA's District and County Office of Education Legal Services or district legal counsel. However, ~~an~~the Attorney General ~~opinion (~~opined in 87 Ops.Cal.Atty.Gen. 157 (2004)~~) supports~~) that the use of bond proceeds may be used to pay the salaries of district employees to the extent they perform administrative oversight work on bond projects. According to the opinion, because these audits are expressly required by Proposition 39 and are directly related to the bond projects rather than routine school operations, these project administration costs may be considered as within the purposes specified in California Constitution Article 13A, Section 1(b)(3)(A) and therefore are an appropriate expenditure of bond proceeds.

The performance audit described in ~~item~~Item #3 may include an evaluation of the planning, financing, and implementation of the overall facilities program.

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed

4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

CSBA NOTE: If the district has a general obligation bond approved according to the 55 percent threshold provisions, Education Code 15278 requires that the Board appoint a citizens' oversight committee. See the accompanying administrative regulation for requirements related to the composition and duties of the committee.

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

The Superintendent or designee shall ensure that the annual, independent performance and financial audits required pursuant to ~~items~~Items #3-4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted to the citizens' oversight committee at the same time they are submitted to ~~him/her~~the Superintendent or designee and no later than March 31 of each year. (Education Code 15286)

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and California Constitution, Article 13A, Section 1(b)(2) ~~of the California Constitution.~~). If a majority of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

CSBA NOTE: Pursuant to Education Code 15101, an election for a bond measure that requires 66.67 percent approval may be held only on specified days. Districts using this option should coordinate efforts with their local elections officials to ensure compliance with law.

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

CSBA NOTE: Items #1-10 below reflect the purposes for which funds generated from a general obligation bond authorized with 66.67 percent voter approval may be used, pursuant to Education Code 15100. Some of these purposes may be inconsistent with Article 13A, Section 1 of the California Constitution, which permits a district to raise funds in this manner only for the acquisition or improvement of real property. Districts should consult with CSBA's District and County Office of Education Legal Services or district legal counsel when determining whether to order a bond election for any of the purposes specified in Education Code 15100. ~~The district may revise the following list to reflect the specific purposes authorized by the Board.~~

Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds shall be sold to raise money for any of the following purposes: (Education Code 15100)

1. Purchasing school lots

2. Building or purchasing school buildings

3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs

4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity

5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature

6. Permanently improving school grounds

7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans

8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577

9. Purchasing school buses with a useful life of at least 20 years

10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by an order of the Board entered into the minutes. (Education Code 15100)

CSBA NOTE: The following paragraph is optional. Although Education Code 15278 requires that the Board appoint a citizens' oversight committee if the district has a general obligation bond approved according to the ~~55percent~~55 percent threshold provisions, districts that have had approval of a bond with 66.67 percent majority vote are not required by law to appoint a citizens' oversight committee. However, such districts may, at their discretion, form an oversight committee under requirements and guidelines adopted by the Board.

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

Certificate of Results

CSBA NOTE: The following section applies to bond elections requiring either a 55 percent or 66.67 percent approval by local voters. Pursuant to Elections Code 15372, following a bond election, the county elections official must submit a certificate of the election results to the Board, which then must provide certification to the County Board of Supervisors, as specified below.

If the certificate of election results received by the Board shows that the appropriate majority of the voters is in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board

shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolutions Regarding Sale of Bonds

CSBA NOTE: The following section applies to bond elections requiring either a 55 percent or 66.67 percent approval by local voters. Pursuant to Education Code 15140, bonds may be offered for sale by either the County Board of Supervisors or the County Superintendent of Schools. However, the County Board of Supervisors may adopt a resolution authorizing a district to sell bonds on its own behalf when the district has not received a qualified or negative certification in its most recent interim financial report; see BP/AR 3460 - Financial Reports and Accountability.

In addition to districts' authority to issue bonds pursuant to Education Code 15100-15254, Government Code 53506-53509.5 provide an alternative method. However, any district that intends to issue bonds using this alternative method is subject to stricter requirements pursuant to Government Code 53508.5.

Pursuant to Education Code 15100.3 and 15267, two or more small school districts with average daily attendance of 2,500 or less that have voter-approved authority to issue bonds, may form a joint powers authority, in accordance with Government Code 6500 - 6539.9, for the purpose of issuing or selling bonds for raising money for the purposes authorized.

Districts using ~~the~~these alternative ~~method~~methods may need to further modify this policy and accompanying administrative regulation and should consult with CSBA's District and County Office of Education Legal Services or district legal counsel as necessary.

Regardless of the method used to issue bonds, pursuant to Education Code 15144.1 and 15144.2, the district's total debt service to principal ratio must not exceed four to one and, if the bond allows for the compounding of interest, such as a capital appreciation bond (CAB), and matures more than 10 years after its issuance date, the bond must be redeemable by the district no later than 10 years from issuance. Pursuant to Government Code 53508.6, a current interest bond (CIB) may have a maturity of up to 40 years provided that the district complies with the disclosure requirements specified in Education Code 15146 and makes a finding that the useful life of the facility to be financed with the bonds is at least equal to the maturity date of the bonds.

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6)

CSBA NOTE: To ensure prudence in the expenditure of district resources, the Board should carefully consider all available funding instruments, such as CIBs, CABs, and convertible capital appreciation bonds, the manner in which the bonds will be sold, and other related issues as specified in Education Code 15146. Districts considering the method of bond sale and kinds of bonds to sell are encouraged to review CSBA's Governance Brief , "Bond Sales - Questions and Considerations for Districts," and establish a bond financing team including a municipal advisor and bond counsel.

In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to, the costs associated with each and their relative suitability for the project to be financed.

Prior to the sale of bonds, the Board shall place an agenda item at a public meeting and adopt as part of the bond issuance resolution, or in a separate resolution, disclosures of the available funding instruments, the costs and sustainability of each, and all of the following information: (Education Code 15146~~; Government Code 53508.9~~)

1. Express approval of the method of sale ~~(i.e.,~~, such as competitive~~,~~ or negotiated~~, or hybrid)~~ sales

2. Statement of the reasons for the method of sale selected

3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected

4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), the resolution to be adopted by the Board shall include ~~items~~Items #1-4 above as well as the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest

2. A comparison to the overall cost of current interest bonds

3. The reason bonds that allow for the compounding of interest are being recommended

4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

CSBA NOTE: Government Code 8855 requires that the district report any proposed issuance of debt to ~~the California Debt and Investment Advisory Commission (~~CDIAC~~)~~ at least 30 days prior to the sale of the debt issue. Typically, bond counsel will file the report on behalf of the district. ~~As amended by SB 1029 (Ch. 307, Statutes of 2016),~~ Government Code 8855 requires that the report include a certification that the district has adopted a debt management policy and that the issuance is consistent with that policy. Pursuant to Government Code 8855, the district must also

annually submit, on or before January 31, a report to the CDIAC regarding all outstanding debt and the use of the proceeds of the issued debt. See BP 3470 - Debt Issuance and Management.

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)

After the sale, the Board shall be presented with the actual issuance cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the CDAIC. (Education Code 15146; Government Code 53509.5)

Bond Anticipation Notes

CSBA NOTE: Pursuant to Education Code 15150, the district is authorized to issue a bond anticipation note when the Board determines by resolution that it is in the best interest of the district to finance a facilities project on an interim basis in anticipation of the sale of bonds that has been approved by voters. The note may only be issued in accordance with law and subject to terms and conditions prescribed by the Board.

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

CSBA NOTE: Education Code 15150 clarifies that interest on a bond anticipation note may be paid at maturity from the proceeds of the sale of the bond in anticipation of which it was issued or paid periodically from a property tax levied for that purpose if certain conditions are satisfied.

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose~~.~~

2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds~~.~~

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note would not cause the district to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

Deposit of Bond Proceeds

CSBA NOTE: Pursuant to Education Code 15146, the proceeds of the sale of bonds, exclusive of any premium received, must be deposited in the county treasury to the credit of the building fund of the district. ~~As amended by AB 2738 (Ch. 472, Statutes of 2016),~~ Education Code 15146 prohibits districts from withdrawing proceeds from the sale of bonds at any time for purposes of making investments outside the county treasury.

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

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
CA Constitution Article 13A, Section 1	Tax limitation
CA Constitution Article 16, Section 18	Debt limit
Ed. Code 15100-15254	Bonds for school districts and community college districts
Ed. Code 15264-15288	Strict Accountability in ~~local school construction~~Local School Construction Bonds Act of 2000
Ed. Code 17577	Sewers and drains
Ed. Code 47614	Charter school facilities
Ed. Code 5322	Resolution calling election
Ed. Code 7054	Use of district property; campaign purposes
Elec. Code 1090-1099	Prohibitions applicable to specified officers
Elec. Code 1125-1129	Incompatible activities
Elec. Code 13119	Forms of Ballots; ballot order
Elec. Code 15372	Elections official certificate
Elec. Code 324	General election
Elec. Code 328	Local election
Elec. Code 341	Primary election
Elec. Code 348	Regular election
Elec. Code 356	Special election
Elec. Code 357	Statewide election
Elec. Code 53506-53509.5	General obligation bonds
Elec. Code 53580-53595.5	Bonds
Elec. Code 54952	Definition of legislative body; Brown Act
Elec. Code 9160-9170	Ballot label; support and opposition listings
Elec. Code 9400-9405	Bond issues
Gov. Code 6500-6539.9	Joint powers agreements
Gov. Code 8855	California Debt and Investment Advisory Commission

Federal	Description
17 CFR 240.10b-5	Prohibition against fraud or deceit
17 CFR 240.15c2-12	Municipal securities disclosure

Management Resources	Description
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 157 (2004)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 46 (2005)
Attorney General Opinion	99 Ops.Cal.Atty.Gen. 18 (2016)
Court Decision	Taxpayers for Accountable School Bond Spending v. San Diego Unified School District (2013) 215 Cal.App.4th 1013
Court Decision	San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356
CSBA Publication	California's Challenge: Adequately Funding Education in the 21st Century, December 2015 (https://www.csba.org/Advocacy/EducationLegalAlliance/~/media/CSBA/Files/Advocacy/ELA/2015_CaliforniasChallenge-FundingAdequacyReport)
CSBA Publication	Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011 (https://edsource.org/wp-content/uploads/old/CSBA-guidelines-on-public-resources-for-ballot-measuresv1.pdf)
CSBA Publication	Bond Sales - Questions and Considerations for Districts, Governance Brief, December 2012 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/201212GBBondSales.ashx?la=en&rev=35d34dfd33344def803206b31eb17af7)
California Debt and Investment Advisory Commission Publication	California Debt Financing Guide, rev. March 2022 (https://www.treasurer.ca.gov/cdiac/debtpubs/financing-guide.pdf)
Gov. Finance Officers Association Publication	Selecting and Managing the Method of Sale of Bonds, Best Practice, March 2021 (https://www.gfoa.org/materials/selecting-and-managing-the-method-of-sale-of-bonds)
Gov. Finance Officers Association Publication	Debt Management Policy, Best Practice, ~~October 2012~~March 2020 (https://www.gfoa.org/materials/debt-management-policy)
Gov. Finance Officers Association Publication	Investment and Management of Bond Proceeds, Best Practice, ~~September 2014~~March 2022 (https://www.gfoa.org/materials/investment-and-management-of-bond-proceeds)
Gov. Finance Officers Association Publication	Selecting and Managing Municipal Advisors, Best Practice, February 2014 (https://www.gfoa.org/materials/selecting-and-managing-municipal-advisors)

Gov. Finance Officers Association Publication	Types of Legal Counsel, Best Practice, September 2018 (https://www.gfoa.org/materials/types-of-legal-counsel)
Gov. Finance Officers Association Publication	Understanding Your Continuing Disclosure Responsibilities, Best Practice, ~~September 2015~~March 2020 (https://www.gfoa.org/materials/understanding-your-continuing-disclosure-responsibilities)
Gov. Finance Officers Association Publication	~~Analyzing and Issuing~~ Refunding Municipal Bonds, Best Practice, ~~February 2011~~March 2019 (https://www.gfoa.org/materials/refunding-municipal-bonds)
Gov. Finance Officers Association Publication	An Elected Official's Guide to Debt Issuance, ~~2nd~~3rd Ed., ~~2016~~2008 (https://www.gfoa.org/materials/elected-officials-guide-debt-issuance)
Website	CSBA District and County Office of Education Legal Services
Website	Government Finance Officers Association
Website	Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA)
Website	California Debt and Investment Advisory Commission
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0440	District Technology Plan
0440	District Technology Plan
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1230	School-Connected Organizations

1230	School-Connected Organizations
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3470	Debt Issuance And Management
3580	District Records
3580	District Records
6151	Class Size
7110	Facilities Master Plan
7210	Facilities Financing
7213	School Facilities Improvement Districts
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9324	Minutes And Recordings

Regulation 7214: General Obligation Bonds **Status:** ADOPTED

Original Adopted Date: 03/01/2012 | **Last Revised Date:** ~~12~~06/01/~~2013~~2024 | **Last Reviewed Date:** ~~12~~06/01/~~2013~~2024

Election Notice

CSBA NOTE: Notice and ballot requirements for bond elections are specified in Education Code 15120-15126. Additional requirements for bond measures with a 55 percent (Proposition 39) threshold are contained in Education Code 15272. Due to the complexity of bond elections, districts are advised to consult with CSBA District and County Office of Education Legal Services or district legal counsel.

Whenever the Governing Board orders an election on the question of whether general obligation bonds shall be issued to pay for school facilities, the Superintendent or designee shall ensure that election notice and ballot requirements comply with Education Code 15120-15126 and 15272, as applicable~~.~~, and the section "Ballot Materials" below.

CSBA NOTE: Since certain election officials may require delivery of the bond measure more than 88 days prior to the date of the election, districts should check with their county election officials for when the documents specified below should be delivered to the officer conducting the election.

At least 88 days prior to the date of the election, the Superintendent or designee shall deliver to the officer conducting the election the resolution calling the election, including the date and purpose of the election, the authority for ordering the election and the specification of the election order, the signature of the officer or the clerk of the Board authorized to make such designations, and all other applicable ballot materials. (Education Code 5322)

Ballot Materials

The ballot question to appear on the ballot shall not exceed 75 words and shall appear in the form specified in Elections Code 13119. (Education Code 5322)

The Superintendent or designee shall ensure that the ballot materials comply with applicable laws including a brief statement of the measure setting forth the amount of the bonds to be voted upon, the maximum rate of interest, and the purposes for which the proceeds of the sale of the bonds are to be used. (Education Code 15122)

In addition to the 75 word ballot question, a separate statement shall be included with the sample ballot, which includes the best estimate from official sources of all of the following: (Elections Code 9401)

CSBA NOTE: Pursuant to Elections Code 9401, as amended by SB 798 (Ch. 720, Statutes of 2023), "tax rate" means tax rate per $100,000 of assessed valuation on all property to be taxed to fund a bond issue.

1. The average annual tax rate that would be required to be levied to fund the bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of the election or a projection based on experience within the same jurisdiction or other demonstrable factors

The estimate shall also identify the final fiscal year in which the tax is anticipated to be collected.

2. The highest tax rate that would be required to be levied to fund the bond issue, and an estimate of the year in which that rate will apply, based on assessed valuations available at the time of the election or a projection based on experience within the same jurisdiction or other demonstrable factors

3. The total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold

The estimate may include information about the assumptions used to determine the estimate.

For bond measures requiring 55 percent majority of the voters, the Superintendent or designee shall ensure that the text of the ballot measure includes a statement that the Board will appoint a citizens' oversight committee and that annual independent audits will be conducted to assure that funds are spent only on school and classroom improvements and for no other purposes. (Education Code 15272)

For bond funded projects that require state matching funds, the Superintendent or designee shall ensure the sample ballot contains a statement advising the voters that the project is subject to the approval of state matching funds and, therefore, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

CSBA NOTE: Elections Code 9170 requires the ballot label or similar description of a school district measure on a county ballot to list, either as a supporter or an opponent of the measure, the associations, nonprofit organizations, businesses, or individuals, including current or former elected officials such as board members, who have signed the ballot argument or are listed in the text of the argument for or against the measure, unless the county board of supervisors elects not to list such supporters and opponents. For more information see BP 1160 – Political Processes.

Arguments in support or in opposition of the bond measure shall be submitted in accordance with Elections Code 9160-9170.

Citizens' Oversight Committee

CSBA NOTE: The following optional section is for use by districts that have appointed an independent citizens' oversight committee, as required by Education Code 15278 for districts that have had a general obligation bond approved under the 55 percent threshold. The section may also be adapted for use by districts that have had approval of a bond with 66.67 percent majority vote that choose to appoint an oversight committee at their discretion; see the accompanying Board policy.

If a bond is approved under the 55 percent majority threshold pursuant to Proposition 39 (to the California Constitution, Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution), then the district's citizens' oversight committee shall consist of at least seven members, including, but not limited to: (Education Code 15282)

1. One member active in a business organization representing the business community located within the district

2. One member active in a senior ~~citizens~~citizens' organization

3. One member active in a bona fide taxpayers' organization

4. One member who is a parent/guardian of a district student

5. One member who is a parent/guardian of a district student and is active in a parent-teacher organization, such as the Parent Teacher Association or school site council

Members of the citizens' oversight committee shall be subject to the conflict of interest prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1099. (Education Code 15282)

No employee, Board member, vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee. (Education Code 15282)

Members of the citizens' oversight committee may serve for no more than three consecutive terms of two years each. They shall serve without compensation. (Education Code 15282)

The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report on the proper expenditure of taxpayers' money for school construction and shall convene to provide oversight for, but not limited to, the following: (Education Code 15278)

1. Ensuring that bond revenues are expended only for the purposes described in California Constitution, Article 13A, Section 1(b)(3~~)~~ ~~of the California Constitution~~), including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities

2. Ensuring that, as prohibited by California Constitution, Article 13A, Section 1(b)(3)(A~~)~~ ~~of the California Constitution,~~), no funds are used for any teacher and administrative salaries or other school operating expenses

In furtherance of its purpose, the committee may engage in any of the following activities: (Education Code 15278)

1. Receiving and reviewing copies of the annual, independent performance and financial audits required by California Constitution, Article 13A, Section 1(b)(3)(C) and (D) ~~of the California Constitution~~

2. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of California Constitution, Article 13(A), Section 1(b)(3) ~~of the California Constitution~~

3. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district

4. Reviewing efforts by the district to maximize bond revenues by implementing cost-saving measures, including, but not limited to, the following:

    a. Mechanisms designed to reduce the costs of professional fees

    b. Mechanisms designed to reduce the costs of site preparation

    c. Recommendations regarding the joint use of core facilities

    d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design

    e. Recommendations regarding the use of cost-effective and efficient reusable facility plans

The district shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of the committee's purpose and sufficient resources to publicize the committee's conclusions. The district shall also provide the citizens' oversight committee with responses to any and all findings, recommendations, and concerns addressed in the annual independent financial and performance audits within three months of receiving the audits. (Education Code 15280)

CSBA NOTE: Pursuant to Government Code 54952, the Brown Act open meeting laws ~~(the Brown Act)~~ apply to any commission, committee, board, or other body created by formal action of the Governing Board, regardless of whether that body is permanent or temporary, decision-making or advisory.

All citizens' oversight committee proceedings shall be open to the public and noticed in the same manner as proceedings of the Board. Committee meetings shall be subject to the provisions of the Ralph M. Brown Act. (Education Code 15280; Government Code 54952)

The citizens' oversight committee shall issue regular reports, at least once a year, on the results of its activities. Minutes of the proceedings and all documents received and reports issued shall be a matter of public record and shall be made available on the district's ~~web site~~website. (Education Code 15280)

Reports

CSBA NOTE: The following section applies to all bond elections.

Within 30 days after the end of each fiscal year, the district shall submit to the County Superintendent of Schools a report concerning any bond election(s) containing the following information: (Education Code 15111)

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved

2. The percentage of registered electors who voted at the election

3. The results of the election, with the percentage of votes cast for and against the proposition

By each January 31 following a bond issuance, the district shall submit an annual report to the California Debt Investment and Advisory Commission in accordance with Government Code 8855 and as specified in BP 3470 - Debt Issuance and Management.

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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
CA Constitution Article 13A, Section 1	Tax limitation
CA Constitution Article 16, Section 18	Debt limit
Ed. Code 15100-15254	Bonds for school districts and community college districts
Ed. Code 15264-15288	Strict Accountability in ~~local school construction~~Local School Construction Bonds Act of 2000
Ed. Code 17577	Sewers and drains
Ed. Code 47614	Charter school facilities
Ed. Code 5322	Resolution calling election
Ed. Code 7054	Use of district property; campaign purposes
Elec. Code 1090-1099	Prohibitions applicable to specified officers
Elec. Code 1125-1129	Incompatible activities
Elec. Code 13119	Forms of Ballots; ballot order
Elec. Code 15372	Elections official certificate
Elec. Code 324	General election
Elec. Code 328	Local election
Elec. Code 341	Primary election
Elec. Code 348	Regular election
Elec. Code 356	Special election
Elec. Code 357	Statewide election
Elec. Code 53506-53509.5	General obligation bonds
Elec. Code 53580-53595.5	Bonds

Elec. Code 54952	Definition of legislative body; Brown Act
Elec. Code 9160-9170	Ballot label; support and opposition listings
Elec. Code 9400-9405	Bond issues
Gov. Code 6500-6539.9	Joint powers agreements
Gov. Code 8855	California Debt and Investment Advisory Commission
Federal	**Description**
17 CFR 240.10b-5	Prohibition against fraud or deceit
17 CFR 240.15c2-12	Municipal securities disclosure
Management Resources	**Description**
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 157 (2004)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 46 (2005)
Attorney General Opinion	99 Ops.Cal.Atty.Gen. 18 (2016)
Court Decision	Taxpayers for Accountable School Bond Spending v. San Diego Unified School District (2013) 215 Cal.App.4th 1013
Court Decision	San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356
CSBA Publication	California's Challenge: Adequately Funding Education in the 21st Century, December 2015 (https://www.csba.org/Advocacy/EducationLegalAlliance/~/media/CSBA/Files/Advocacy/ELA/2015_CaliforniasChallenge-FundingAdequacyReport)
CSBA Publication	Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011 (https://edsource.org/wp-content/uploads/old/CSBA-guidelines-on-public-resources-for-ballot-measuresv1.pdf)
CSBA Publication	Bond Sales - Questions and Considerations for Districts, Governance Brief, December 2012 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/201212GBBondSales.ashx?la=en&rev=35d34dfd33344def803206b31eb17af7)
California Debt and Investment Advisory Commission Publication	California Debt Financing Guide, rev. March 2022 (https://www.treasurer.ca.gov/cdiac/debtpubs/financing-guide.pdf)
Gov. Finance Officers Association Publication	Selecting and Managing the Method of Sale of Bonds, Best Practice, March 2021 (https://www.gfoa.org/materials/selecting-and-managing-the-method-of-sale-of-bonds)
Gov. Finance Officers Association Publication	Debt Management Policy, Best Practice, ~~October 2012~~March 2020 (https://www.gfoa.org/materials/debt-management-policy)

Gov. Finance Officers Association Publication	Investment and Management of Bond Proceeds, Best Practice, ~~September 2014~~March 2022 (https://www.gfoa.org/materials/investment-and-management-of-bond-proceeds)
Gov. Finance Officers Association Publication	Selecting and Managing Municipal Advisors, Best Practice, February 2014 (https://www.gfoa.org/materials/selecting-and-managing-municipal-advisors)
Gov. Finance Officers Association Publication	Types of Legal Counsel, Best Practice, September 2018 (https://www.gfoa.org/materials/types-of-legal-counsel)
Gov. Finance Officers Association Publication	Understanding Your Continuing Disclosure Responsibilities, Best Practice, ~~September 2015~~March 2020 (https://www.gfoa.org/materials/understanding-your-continuing-disclosure-responsibilities)
Gov. Finance Officers Association Publication	~~Analyzing and Issuing~~ Refunding Municipal Bonds, Best Practice, ~~February 2011~~March 2019 (https://www.gfoa.org/materials/refunding-municipal-bonds)
Gov. Finance Officers Association Publication	An Elected Official's Guide to Debt Issuance, ~~2nd~~3rd Ed., ~~2016~~2008 (https://www.gfoa.org/materials/elected-officials-guide-debt-issuance)
Website	CSBA District and County Office of Education Legal Services
Website	Government Finance Officers Association
Website	Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA)
Website	California Debt and Investment Advisory Commission
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0440	District Technology Plan
0440	District Technology Plan
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1113	District And School Websites
1113	District And School Websites

1113-E(1)	District And School Websites
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1230	School-Connected Organizations
1230	School-Connected Organizations
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3470	Debt Issuance And Management
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7213	School Facilities Improvement Districts
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9324	Minutes And Recordings

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Gina Potter, Ed.D.
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF NEW AND REVISED BOARD BYLAWS AND EXHIBITS – 9000 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.

Below is the list of new and/or revised Board Policies (BP), Administrative Regulations (AR), Exhibits (E):

- Board Bylaw 9010 - Public Statements
- Board Bylaw 9012 - Board Member Electronic Communications
- Board Bylaw 9220 - Governing Board Elections
- NEW - Exhibit (1) 9220 - Governing Board Elections
- Board Bylaw 9223 - Filling Vacancies

RECOMMENDATION:
Approve the first reading and adoption of new and revised Board Bylaws and Exhibits – 9000 series: Board Bylaw 9010 - Public Statements, Board Bylaw 9012 - Board Member Electronic Communications, Board Bylaw 9220 - Governing Board Elections, New Exhibit (1) 9220 - Governing Board Elections and Board Bylaw 9223 - Filling Vacancies.

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

Bylaw 9010: Public Statements

Status: ADOPTED

Original Adopted Date: 09/01/1990 | **Last Revised Date:** ~~08~~09/01/~~2013~~2024 | **Last Reviewed Date:** ~~08~~09/01/~~2013~~2024

~~CSBA NOTE: Pursuant to Government Code 54960, the district attorney or any interested person can sue the Governing Board in order to stop or prevent violations of the Brown Act or to determine whether any Board rule or action which penalizes or otherwise discourages the expression of one or more of its members is valid or invalid under law. The following optional bylaw may be modified as appropriate.~~

The Governing Board recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives, to communicate its positions, and to abide by established protocols.

Board Spokesperson

CSBA NOTE: Many districts designate the Governing Board president and/or Superintendent to communicate with the public on behalf of the district. ~~Any district that has designated another position for this responsibility may revise the~~The following paragraph should be revised to reflect ~~district~~Board practice.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or, with respect to a specific issue or topic, other ~~designated~~ representative~~.~~ as designated by the Board or Board president.

When speaking for the ~~district, the Board encourages its spokespersons to~~ Board, a spokesperson shall exercise restraint and tact and ~~to~~ communicate ~~the message~~ in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board~~. (Government Code 54963)~~ or by law. (Government Code 54963)

Statements by Individual Board Members

CSBA NOTE: The following paragraph is responsive to the recent U.S. Supreme Court holding in *Lindke v. Freed*, which held that a Board member who limits or prevents critics from speaking, such as by blocking them on social media, violates the First Amendment only if the member (1) has been granted the power to speak on behalf of the Board or the district, and (2) claims to be actually

exercising that power. For more information, see BB 9012 – Board Member Electronic Communications.

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify when a viewpoint is held by an individual Board member rather than the Board as a whole. For example, a Board member may include a disclaimer on the Board member's personal social media account that the Board member is expressing personal viewpoints ~~as such~~ and not ~~as the viewpoint~~ those of the Board~~. In addition,~~ or the district.

Board ~~encourages~~ members who ~~participate on social networking sites, blogs, or other discussion~~opt to express their opinions on district matters, whether in-person or ~~informational sites~~online, are expected to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. ~~Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.~~

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Policy Reference Disclaimer:
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State	Description
Ed. Code 35010	Control of district; prescription and enforcement of rules
Gov. Code 54960	Actions to stop or prevent violation of meeting provisions
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 7920.000-7930.170	California Public Records Act

Management Resources	Description
Court Decision	Lindke v. Freed (2024) 601 U.S. 187
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan

1000	Concepts And Roles
1100	Communication With The Public
1112	Media Relations
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
1160	Political Processes
1340	Access To District Records
1340	Access To District Records
2110	Superintendent Responsibilities And Duties
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
9000	Role Of The Board
9005	Governance Standards
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9121	President
9140	Board Representatives
9200	Limits Of Board Member Authority
9230	Orientation

Bylaw 9012: Board Member Electronic Communications

Status: ADOPTED

Original Adopted Date: 11/01/2008 | **Last Revised Date:** ~~12~~09/01/~~2020~~2024 | **Last Reviewed Date:** ~~12~~09/01/~~2020~~2024

CSBA NOTE: The following bylaw is optional ~~Board bylaw~~and should be ~~modified~~revised to reflect district practice.~~-~~ The Brown Act (Government Code 54950-54963) requires that Governing Board members conduct district business at properly noticed and agendized public meetings. In general~~,~~ ~~Board members should keep in mind that~~, for purposes of the Brown Act, electronic communications are subject to the same conditions and the same rules of confidentiality that are applicable to other forms of communication, such as individual conversations, telephone calls, or paper copies of documents. ~~However, the ease with which electronic communication can be shared and forwarded requires extra caution.~~

~~Furthermore, although Board members are not considered employees, there may be tax implications if the district provides Board members with laptop computers or subsidies for an Internet connection. In some circumstances, such provision or reimbursement may be considered a taxable benefit. Also see AR 3513.1 - Cellular Phone Reimbursement.~~

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information ~~within the~~with each other, district staff, and ~~with~~ members of the public. Board members shall exercise caution ~~so as~~ to ensure ~~that electronic communications are not used as a means for~~compliance with the Brown Act, the ~~Board to deliberate outside of an agendized Board meeting, circumvent the public's right to access records regarding district business, or restrict access to a public forum~~Public Records Act, and other applicable laws.

CSBA NOTE: Government Code 54952.2 defines a "meeting" as any congregation of a majority of the members of the Board at the same time and location, including a teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item that is within the subject matter jurisdiction of the Board. Government Code 54952.2 prohibits a serial meeting, defined as a series of communications of any kind, directly or through intermediaries, involving a majority of the Board to discuss, deliberate, or take action on any item of district business outside of an authorized meeting~~.~~; see BB 9320 - Meetings And Notices. Thus, a series of emails, as well as other electronic communications such as ~~postings on an online forum~~text messages or replying directly to social media posts, that ultimately include a majority of the Board could lead to a Brown Act violation. ~~While the safest course of action is to not send an email to another Board member that, if forwarded, could lead to a discussion about district business by a majority of the Board, given the prevalence of email, such a practice may not be practical. However, in~~In order to help prevent an inadvertent violation, Board members may wish to consider ~~including~~"bcc'ing" other Board members to avoid the recipient "replying all", a "do not reply/forward alert" in the subject line of emails, or other cautionary measures, as appropriate.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

~~CSBA NOTE: CSBA's GAMUT Meetings is an electronic board meeting management application for use by districts and county offices of education that streamlines meeting preparation and provides easy and secure access to meeting materials, including Board meeting agendas, supporting documents, and minutes. Further information is available on CSBA's web site.~~

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

~~CSBA NOTE: Pursuant to Government Code 54952.2, as amended by AB 992 (Ch. 89, Statutes of 2020), Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. Consequently, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board.~~

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board~~,~~ as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. ~~A Board member is prohibited from responding directly to any communication from other~~ Additionally, Board members ~~regarding matters that~~ are ~~within the subject matter jurisdiction of the Board or~~ prohibited from using digital icons ~~(e.g.,~~, such as "likes" or "emojis~~) to~~," that express reactions to communications made by other Board members regarding matters within the subject matter jurisdiction of the Board. (Government Code 54952.2)

~~CSBA NOTE: Board members who use a social media platform to communicate with the public about district business or Board activities should be cautious about blocking access to members of the public. In Knight First Amendment Institute at Columbia University v. Trump, the court held that President Donald Trump's twitter account was a public forum from which the government may not exclude people based on their views and that blocking critics from viewing and replying to the account excluded individuals from a public forum in violation of the First Amendment. While there is not a clearly defined rule as to whether a board member's social media account is a public forum, the holding has been used in cases restricting school board members from blocking members of the public from their social media. See Garnier v. Poway Unified School District.~~CSBA NOTE: Public statements by Board members is a sensitive and complicated area of Board governance. As a result, many districts have established bylaws or other protocols for public statements by Board members; see BB 9010 – Public Statements.

~~Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.~~

Board members shall make every effort to ensure that their electronic communications conform to Board Bylaw 9010 – Public Statements and shall forward any complaints or requests for information to the Superintendent in accordance with applicable Board bylaws.

~~CSBA NOTE: The prohibitions in the Brown Act apply only to discussions regarding district business. Like other citizens, Board members are permitted to use email to discuss personal, nondistrict matters.~~CSBA NOTE: Electronic communications received and sent by Board members are subject to disclosure upon request pursuant to the Public Records Act (Government Code 7920.000 - 7930.215), including communications regarding district business sent or received on a Board member's personal account or device. For further information, see CSBA's, "Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications." It is recommended that districts with specific questions regarding this issue consult CSBA's District and County Office of Education Legal Services or district legal counsel. Also see BP/AR 1340 - Access To District Records and BP/AR 3580 - District Records.

~~Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.~~

~~CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Many districts have established bylaws or other protocols describing how the Board has agreed to handle questions, concerns, or complaints received from members of the community. For example, see BB 9200 - Limits of Board Member Authority and BP 1112 - Media Relations.~~

~~Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that the response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.~~

~~CSBA NOTE: Electronic communications received and sent by Board members are subject to disclosure upon request pursuant to the California Public Records Act (CPRA) (Government Code 7920.000 - 7930.170) depending on the content of the communication and whether it is "prepared, owned, used, or retained" by the district in its normal course of business. District legal counsel should be consulted as appropriate. Also see BP/AR 1340 - Access to District Records and BP/AR 3580 - District Records.~~

~~In City of San Jose v. Superior Court, the California Supreme Court held that a public official's communications about public business, even if sent or received on the official's personal account or device, are public records and are not categorically excluded from disclosure under the CPRA. The court observed that the CPRA requires public agencies to use "reasonable effort" to locate existing records in response to a public records request, but that such searches need not be extraordinarily extensive or intrusive. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications.~~

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is

transmitted through a Board member's personal device or account, the Board member shall copy the communication to a district electronic storage device for easy retrieval.

CSBA NOTE: Pursuant to the U.S. Supreme Court's decision in *Lindke v. Freed*, a Board member's social media account becomes a public forum subject to the First Amendment when the Board member (1) has been granted the power to speak on behalf of the Board or the district and (2) claims to be actually exercising that power. The determination as to whether a Board member's action meets these two conditions is a fact-specific undertaking. It is recommended that districts with questions regarding this issue consult CSBA's District and County Office of Education Legal Services or district legal counsel.

This Bylaw does not apply to Board member electronic communications not related to district business or not conducted by a Board member in the Board member's official capacity.

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 35140	Time and place of meetings
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54952.2	Meeting; defined
Gov. Code 54953	Meetings to be open and public; attendance
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act

Management Resources	**Description**
Attorney General Publication	The Brown Act: -Open Meetings for Legislative Bodies, rev. 2003 (https://oag.ca.gov/system/files/media/the-brown-act.pdf)
~~Court Decision~~	~~Knight First Amendment Institute at Columbia University v. Trump (2019) 928 F.3d 226~~

Court Decision	~~Garnier v. Poway Unified School District (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208~~Lindke v. Freed (2024) 601 U.S. 187
Court Decision	City of San Jose v. Superior Court (2017) 2 Cal.5th 608
CSBA Publication	Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017 (https://www.csba.org/-/media/CSBA/Files/Advocacy/ELA/2017-03_LegalAlert_PRA_ElectronicDevices.ashx?la=en&rev=7f24e74fc2474138940357bc5efe1377)
CSBA Publication	The Brown Act: -School Boards and Open Meeting Laws, rev. ~~2019~~2023
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, GAMUT Meetings
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
1100	Communication With The Public
1112	Media Relations
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
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures

1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3580	District Records
3580	District Records
9000	Role Of The Board
9005	Governance Standards
9010	Public Statements
9121	President
9200	Limits Of Board Member Authority
9230	Orientation
9320	Meetings And Notices
9322	Agenda/Meeting Materials
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board

Bylaw 9220: Governing Board Elections

Status: ADOPTED

Original Adopted Date: 06/01/2006 **| Last Revised Date:** ~~12~~06/01/~~2022~~2024 **| Last Reviewed Date:** ~~12~~06/01/~~2022~~2024

~~CSBA NOTE: The following bylaw is optional.~~ CSBA NOTE: The following bylaw is **optional** and should be revised to reflect district practice. While many district elections are governed by state law, some district elections are governed by the applicable city or county charter, or both. This bylaw is written based on state law but should be modified to the extent a city or county charter applies.

The filling of elective offices involves serious issues of constitutional and statutory concerns. Any district with questions related to local elections should consult ~~CSBA~~CSBA's District and County Office of Education Legal Services or district legal counsel.

Board Member Qualifications

CSBA NOTE: Education Code 35107 ~~and Elections Code 20 detail~~details eligibility for Governing Board membership as specified below~~. In 81 Ops.Cal.Atty.Gen. 98 (1998),~~, including the ~~Attorney General opined that the residency~~ requirement ~~in Education Code 35107 is a continuing requirement for holding the office during the entire term of the Board member.~~

~~A person who is not~~to be registered to vote ~~is ineligible to hold public office.~~. Elections Code 2201 lists the causes for cancelling an individual's voter registration ~~and making that person ineligible to hold public office~~, including, but not limited to, legally established mental incompetency, proof that the person is presently imprisoned or on parole for conviction of a felony, or official notification that the voter is registered to vote in another country or state.

Additionally, pursuant to certain provisions of the California Constitution and various state laws, the conviction of certain offenses makes a person ineligible to be a Board member, except when the person has been granted a pardon in accordance with law. For example, Article VII, Section 8 of the California Constitution prohibits anyone from holding public office if convicted of giving or offering a bribe to procure personal election or appointment. See the accompanying exhibit for a non-exhaustive list of such offenses.

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is: 18 years of age or older~~.~~; a citizen of California~~,~~; a resident of the school district or, if applicable, the trustee area~~,~~; a registered voter~~,~~; and not legally disqualified from holding civil office. ~~Any~~ (Education Code 35107)

A person ~~who has~~is not eligible to be a member of the Board if they have been convicted of ~~a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California~~ an offense(s) as

specified in law ~~or~~and the ~~law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member~~accompanying Exhibit, except when the person has been granted a pardon in accordance with law. ~~(Education Code 35107; Elections~~A district employee duly elected to the Board shall resign from district employment, or shall otherwise cease being a district employee, before being sworn in. If a district employee duly elected to the Board is sworn in and remains a district employee, then the employment shall automatically terminate upon being sworn into office. (Education Code ~~20~~35107)

~~CSBA NOTE: Pursuant to Education Code 35107, a district employee elected to serve on the district Board must resign from the employment before being sworn into office as a Board member.~~

~~Pursuant to Education Code 1006, employees of a school district are eligible to run for the county board of education seat as long as their school district employer is not within the jurisdiction of the county board.~~CSBA NOTE: See CSBA's website for information about governing board services that may be shared with candidates.

~~A district employee elected to the Board shall resign from district employment before being sworn in or shall have the employment automatically terminated upon being sworn into office. (Education Code 35107)~~

~~CSBA NOTE: The following paragraph is optional. See CSBA's web site for information about school board service that may be shared with candidates.~~

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide ~~all candidates~~a Board candidate, upon request by the candidate, with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. ~~The~~Additionally, the Superintendent or designee shall provide ~~all candidates with~~a Board candidate, upon request by the candidate, the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

~~CSBA NOTE: The following section is optional. Government Code 1770 lists events that may create a vacancy in an elective office, including removal from office, while Elections Code 11000 provides for recall as the means for effecting such removal of a Board member. Pursuant to Elections Code 11006, recall proceedings may be initiated by the service, filing, and publication or posting of a notice of intention to circulate a recall petition by proponents who must be registered voters of the board member's electoral jurisdiction. Elections Code 11020, as amended by AB 2584 (Ch. 792, Statutes of 2022), specifies the number of proponents that must be listed on the notice, depending on the number of registered voters in the electoral jurisdiction involved.~~

A Board member may be recalled as permitted by Elections Code 11000~~. Proponents of a recall are required to~~-11386. To commence a recall of a Board member, proponents shall serve, file, and publish or post a notice of intention to circulate the recall petition as specified by law and ~~to comply~~

~~with other~~any applicable ~~law and formalities and~~ county elections official directives. ~~The~~Additionally, the recall petition~~, pursuant to Elections Code 11041, is required to~~ shall be in the format provided by the Secretary of State and ~~to~~ include, among other things, an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

CSBA NOTE: Pursuant to Elections Code ~~11242, as amended by AB 2584 (Ch. 792, Statutes of 2022),~~11240, within 14 days after the regular Board ~~orders an election,~~meeting at which the Board received a certificate of sufficiency to recall a Board member, the Board is required to order a recall election and set a date for the recall election ~~must be held within the period specified~~ in ~~the following paragraph, unless an extension beyond~~accordance with law. Pursuant to Elections Code 11241, if the ~~specified period is necessary in order to consolidate~~Board fails to do so, the elections official of the county is required to set the date for the recall election ~~with a regularly scheduled election.~~within five days after the expiration of the 14-day window.

Within 14 days after the regular meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from ~~the~~a county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election. (Elections Code 11240-11242)

~~Recall elections~~ A recall election of a Board member shall be conducted in accordance with Elections Code 11381-11386.

If a recall of a Board member is successful, that Board member's seat becomes vacant and shall be filled in accordance with Education Code 5090-95 and Board Bylaw 9223 - Filling Vacancies.

Consolidation of Elections

CSBA NOTE: The following optional section is for districts that currently hold their Board elections at a time that is not concurrent with municipal or statewide elections.

In general, Education Code 5000 and Elections Code 1302 require the regular election of Board members to be held on the first Tuesday after the first Monday in November of each odd-numbered year. However, in accordance with Elections Code 1302 and 10404.5, districts are authorized to request consolidation of their Board elections with the local municipal or state primary or general election by adopting a Board resolution and submitting it to the County Board of Supervisors for approval. ~~Within 30 days following approval by the County Board of Supervisors, the elections official will notify all registered voters in the district of the change of election date.~~Most districts choose to consolidate their Board elections with the local municipal or state primary or general election.

Pursuant to Elections Code 14051-14052, districts are required to hold elections concurrent with

statewide elections if holding nonconcurrent elections has previously resulted in a "significant decrease" in voter turnout, as defined. Districts consolidating their elections due to low voter turnout should follow the procedures specified in Elections Code 1302, including the adoption of a Board resolution. For further analysis, see CSBA's, "Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections."

~~To reduce costs associated with conducting elections, the~~The Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

~~CSBA NOTE: Pursuant to Elections Code 14051-14052, districts are required to hold elections concurrent with statewide elections if holding nonconcurrent elections has previously resulted in a "significant decrease" in voter turnout. Pursuant to Elections Code 14051, a significant decrease has occurred when voter turnout for a regularly scheduled election held on a nonconcurrent date is at least 25 percent less than the average local turnout for the previous four statewide general elections. For further analysis, see CSBA's, "Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections."~~

~~Districts consolidating their elections due to low voter turnout should follow the procedures specified in Elections Code 1302, including the adoption of a Board resolution.~~

~~In addition~~ Additionally, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections~~.~~ (~~-~~in accordance with Elections Code 14051~~,~~ -14052~~)~~.

In order to consolidate elections ~~based on either circumstance described above~~, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

~~CSBA NOTE: Any district that selects Option 2 or 3 should ensure that its decision is consistent with Elections Code 14025-14032 (the California Voting Rights Act (CVRA)), which prohibits the use of the "at-large" voting method for elections within jurisdictions with a history of "racially polarized voting" (i.e., difference between voters of a protected class and voters in the rest of the jurisdiction in the choice of candidates preferred).~~CSBA NOTE: Pursuant to Election Code 15400, after each election, the Board is required to declare who has been elected to the Board.

For each election, upon certification by the County Board of Supervisors, the Board shall declare who has been elected to the Board in accordance with law. (Election Code 15400)

A Board member whose term has expired shall continue to discharge the duties of the office until a

successor has qualified by taking the oath of office. (Government Code 1302, 1360)

CSBA NOTE: Any district with questions regarding the election process and procedures, particularly the California Voting Rights Act (Elections Code 14025-14032) should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

~~OPTION 1: (Election by trustee area)~~

~~The district is divided into trustee areas and each Each Board member shall reside in the trustee area they represent and shall be represented by a Board member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.~~

~~Prior to March 1 following the year in which the results of~~

CSBA NOTE: Elections Code 21100-21180, as added by AB 764 (Ch. 343, Statutes of 2023), create the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions (FAIR MAPS) Act of 2023 which establishes a comprehensive set of rules that local governments must follow during the redistricting process.

~~Following each decennial federal census are released, the Board shall adjust the boundaries of the district's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance in accordance with Elections Code 21100-21180. (Education Code 5019.5)~~

~~OPTION 1 ENDS HERE~~

CSBA NOTE: Any district that selects Option 2 or 3 should ensure that its decision is consistent with Elections Code 14025-14032 (the California Voting Rights Act (CVRA)) which prohibits the use of the ~~"~~"at-large~~"~~" voting method for elections within jurisdictions with a history of ~~"~~"racially polarized voting~~"~~" (i.e., difference between voters of a protected class and voters in the rest of the jurisdiction in the choice of candidates preferred).

OPTION 2: (Election using ~~"~~"at-large~~"~~" voting method)

Board members may reside anywhere within the ~~district's~~district's boundaries and shall be elected by all voters in the district.

OPTION 2 ENDS HERE

CSBA NOTE: In addition to the methods described in Option 1 and Option 2, a district may use a "hybrid" method, which requires each Board member to reside within the trustee area that the Board member represents but be elected by all voters in the district. The extent, if any, to which a district using ~~the "from trustee area/~~this "hybrid~~"~~" method ~~(Option 3)~~ is required to balance its trustee areas by population is unclear~~; see Dusch v. Davis~~.

~~OPTION 3: (Election from trustee area/using hybrid method)~~

~~Each Board member shall reside within the trustee area that the Board member represents but shall be elected by all voters in the district. Trustee areas shall be balanced by population as required by state and federal law.~~

CSBA NOTE: Elections Code 21100-21180, as added by AB 764, create the FAIR MAPS Act of 2023 which establishes a comprehensive set of rules that local governments must follow during the redistricting process.

~~Following each decennial federal census the Board shall adjust the boundaries of the district's trustee areas in accordance with Elections Code 21100-21180. (Education Code 5019.5)~~

~~OPTIONS 3 ENDS HERE~~ ~~OPTIONS 3 ENDS HERE~~

~~CSBA NOTE: The following paragraph is for districts using Option 2 or 3 and may be revised to reflect district practice. Such districts should periodically monitor the demographics within their geographical boundaries to ensure that no violation of the CVRA occurs. Any district found in violation of the CVRA could be held liable for attorneys' fees and legal costs. Elections Code 10010 requires that a prospective plaintiff send written notice to the district prior to filing a complaint alleging that the method of election violates the CVRA so that the district will have the chance to cure any potential violations before the commencement of litigation. Even if the district cures the alleged violations, it may be required to pay reasonable costs incurred in supporting the written notice.~~

~~To ensure ongoing compliance with the California Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.~~

CSBA NOTE: The following paragraph may be revised to reflect district practice. Districts using Option 2 or 3 should periodically monitor the demographics within their geographical boundaries to ensure that no violation of the CVRA occurs. Any district found in violation of the CVRA could be held liable for attorneys' fees and legal costs. Elections Code 10010 requires that a prospective plaintiff send written notice to the district prior to filing a complaint alleging that the method of election violates the CVRA so that the district will have the chance to cure any potential violations before the commencement of litigation. Even if the district cures the alleged violations, it may be required to pay reasonable costs incurred in supporting the written notice.~~CSBA NOTE: Converting from an "at-large" (Option 2) to a "by trustee area" (Option 1) voting method involves complex issues of law regarding matters such as the redrawing of maps, required approvals, and transition dates. Elections Code 10010 requires the Board to hold hearings before and after drawing maps of the proposed district boundaries to allow for public input. If Board members will be elected at different times for staggered terms of office, hearings held after publishing the draft map(s) are required to include an opportunity for public input regarding the proposed sequence of elections.~~

~~When~~The Board may review the ~~district's~~district's Board election method to determine whether any modification is ~~to be changed~~necessary.

CSBA NOTE: Converting from an "at-large" (Option 2) to a "by trustee area" (Option 1) voting method involves complex issues of law regarding matters such as the redrawing of maps, required approvals, and transition dates. Elections Code 10010 and 21100-21150 require the Board to follow procedural requirements and hold hearings before and after drawing maps of the proposed district boundaries to allow for public input. If Board members will be elected at different times for staggered terms of office, hearings held after publishing the draft map(s) are required to include an opportunity for public input regarding the proposed sequence of elections.

If the district seeks to change its election method, the Board shall follow procedural requirements and hold public hearings in accordance with Elections Code ~~10100~~10010 and 21100-21150 before adopting a resolution at an open meeting specifying the change~~(s), and shall, in accordance with Education Code 5019,~~ and obtain approval from the county committee on school district organization having jurisdiction over the district in accordance with Education Code 5019.

CSBA NOTE: The remainder of this section is for all districts. The Attorney General opined in 105 Ops.Cal.Atty.Gen. 182 (2022) that when the boundaries of a ~~district's~~district's trustee areas are adjusted or the district changes from ~~"~~"at-large elections~~"~~" to ~~"~~"by-trustee area elections~~,"~~," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. Any district that has already adopted a ~~"~~"by-trustee~~"~~" election method should revise the following paragraph accordingly.

The election method or trustee-area boundaries in effect at the beginning of a Board ~~member's~~member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted ~~"~~"by-trustee area~~"~~" election method or trustee area boundaries have been adjusted.

Campaign Conduct

~~CSBA NOTE: Pursuant to Education Code 5091, as amended by SB 1061 (Ch. 831, Statutes of 2022), any petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis.~~CSBA NOTE: Education Code 35177 authorizes boards, by resolution, to limit campaign expenditures and/or contributions for candidates in board elections. Based on the First Amendment, however, courts have imposed constraints on limitations on campaign expenditures and/or contributions limits. It is strongly recommended that, before adopting any campaign expenditures and/or contribution limits, the Board consult CSBA's District and County Office of Education Legal Services or district legal counsel, in order to ensure that the district's limits satisfy legal restrictions.

~~Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per-student basis. (Education Code 5091)~~

~~**Campaign Conduct**~~

~~CSBA NOTE: Education Code 35177 has long authorized boards, by resolution, to limit campaign expenditures and/or contributions for candidates in board elections. However, in June 2006, the U.S. Supreme Court held in Randall v. Sorrell that limits on campaign expenditures are unconstitutional and violate a candidate's right to free speech. The court did hold that limits on contributions to candidates could be constitutional if such limits are not overly restrictive, allow candidates to compete in the race, and do not operate to protect incumbents. However, because Education Code 35177 provides no mechanism for the district to enforce any contribution limits set by the Board, such limits would be completely voluntary, and other candidates and/or the Board would have no recourse in the event of noncompliance by a candidate. It is strongly recommended that, before adopting voluntary contribution limits under the authority granted in Education Code 35177, the Board consult CSBA District and County Office of Education Legal Services or district legal counsel, in order to ensure that the district's limits satisfy legal restrictions.~~

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign ~~donations~~contributions, funding, and expenditures.

CSBA NOTE: ~~The following paragraph is optional.~~ Government Code 85300 generally prohibits the expenditure of public funds for the purpose of seeking elective office. However, Government Code 85300 permits a candidate to expend or accept public funds for the purpose of seeking elective office if the Board establishes a dedicated fund for that purpose, provided that both (1) the public funds are available to all qualified, voluntarily participating candidates for the same office without regard to incumbency or political party preference, and (2) the Board has established criteria for determining a ~~candidate's~~candidate's qualifications. For school board elections, candidate qualifications are specified in state law (see section ~~"~~"Board Member Qualifications~~"~~" above), and districts should not establish additional qualification requirements.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

CSBA NOTE: Pursuant to Elections Code 20440, county election officials are required to present each candidate running for public office with a voluntary Code of Fair Campaign Practices for the candidate to sign. ~~The pledge states the candidate's intent to conduct the campaign openly and fairly and provides that the candidate may not use or permit negative prejudice based on another candidate's race, religion, physical or mental disability, sex, gender, gender identity, gender expression, sexual orientation, or any other prohibited category of discrimination listed in Government Code 12940. Although~~However, neither the district nor opposing candidates have authority to enforce the pledge if it is violated, ~~a candidate's signature is a matter of public record.~~. The following optional paragraph expresses the ~~Board's~~Board's desire that candidates for Board membership sign and abide by the terms of the pledge.

In order to help protect the ~~public's~~public's trust in the electoral process as well as the ~~public's~~public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the ~~secretary's~~secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

CSBA NOTE: Pursuant to Elections Code 13307, the candidate statement is limited to 200 words (Option 1 below), unless the Board ~~has authorized an increase~~chooses to authorize a 400-word maximum (Option 2 below).

OPTION 1: (200 Words Limit)

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the ~~voter's~~voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

OPTION 1 ENDS HERE

~~OPTION 2: (400 Words Limit)~~

~~Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 400 words. (Elections Code 13307)~~

~~OPTION 2 ENDS HERE~~

~~CSBA NOTE: The following optional paragraph is for use by any district that authorizes electronic distribution of candidate statements in addition to or instead of the mailed voter's pamphlet.~~CSBA NOTE: Pursuant to Elections Code 13307, a voter may receive by mail a voter's pamphlet that contains candidate statements or, when authorized by the elections official, may opt to obtain the voter's pamphlet and related materials electronically (i.e., from the elections official's web site or via email). ~~If a candidate chooses to submit a statement for electronic distribution only, it will not appear in the mailed voter's pamphlet.~~

When electronic distribution is authorized by the elections official, districts may choose, pursuant to Elections Code 13307, whether to permit Board candidates to prepare a statement for electronic distribution. If a candidate chooses to submit a statement for electronic distribution only, it will not appear in the mailed voter's pamphlet.

The following paragraph, which may be revised to reflect district practice, is for use by any district that authorizes electronic distribution of candidate statements in addition to or instead of the mailed voter's pamphlet.

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

CSBA NOTE: Prior to the beginning of the nominating period, Elections Code 13307 requires the Board to determine whether to have the district assume the costs of producing candidate statements or to charge candidates for the costs, regardless of whether the statements are for hard copy or electronic distribution. In 85 Ops.Cal.Atty.Gen. 49 (2002), the Attorney General opined that Elections Code 13307, which authorizes the district to pay for the distribution of candidate statements for nonpartisan elective offices, does not conflict with Education Code 7054, which prohibits the use of district resources for campaign purposes. ~~According to the Attorney General, distributing campaign statements cannot be considered campaigning for any particular candidate in a partisan manner so as to conflict with the Education Code prohibition.~~

Option 1 below is for districts that assume the costs associated with producing candidate statements, and Option 2 is for districts that charge candidates for the costs. The following options may be revised to reflect the method of distribution (i.e., electronic and/or hard copy) used by the district.

~~OPTION 1: (Candidate Statement Paid by District)~~
~~The district shall pay the cost of printing, handling, translating, mailing, and/or electronically distributing candidate statements filed pursuant to Elections Code 13307.~~

~~OPTION 1 ENDS HERE~~

OPTION 2: (Candidate Statement Paid by Candidate)
The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the ~~hard copy and/or electronic~~ voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

OPTION 2 ENDS HERE

Tie Votes in Board Member Elections

CSBA NOTE: Education Code 5016 requires the Board to decide, before conducting any election, whether a potential tie will be resolved by lot or by a runoff election. Option 1 provides for the use of lots to determine the winner in case of a tie in every election~~,~~ and Option 2 provides for a runoff election in every election~~, and Option 3 is for use by districts that will make this determination prior to each election~~.

Education Code 5016 requires the County Superintendent of Schools to provide certification of a tie vote in an election to the district Board.

OPTION 1: (Tie Decided by Lot)

Whenever ~~a tie makes it~~the County Superintendent of Schools certifies to the Board that there is a tie vote such that it is impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time and place shall determine the winner by lot. (Education Code 5016)

OPTION 1 ENDS HERE

~~OPTION 2: (Tie Decided by Runoff Election)~~

~~Whenever a tie makes it the County Superintendent certifies to the Board that there is a tie vote such that it is impossible to determine which of two or more candidates has been elected to the Board, the Board shall schedule a runoff election in accordance with law. (Education Code 5016)~~

~~OPTION 2 ENDS HERE~~

~~OPTION 3: (Tie Decided Based on Board Determination Prior to Each Election)~~

~~Before each election, the Board shall decide whether to resolve a potential tie by lot or by a runoff election. If the Board has decided to resolve a tie by lot, the Board shall, immediately after the election, notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. If the Board has decided to resolve a tie with a runoff election, the Board shall schedule the runoff election in accordance with law. (Education Code 5016)~~

~~OPTION 3 ENDS HERE~~

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State	Description
CA Constitution Article 2, Section 2	Voters; qualifications
CA Constitution Article 7, Section 7	Conflicting offices
CA Constitution Article 7, Section 8	Disqualification from office
Ed. Code 1006	Prohibition against school district employees serving on county board of education

Ed. Code 35107	School district employees
Ed. Code 35177	Campaign expenditures or contributions
Ed. Code 35239	Compensation of governing board member of districts with less than 70 ADA
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5091	Vacancies; petition for special election
Ed. Code 5220-5231	Elections
Ed. Code 5300-5304	General provisions; conduct of elections
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5380	Compensation; election officer
Ed. Code 5390	Qualifications of voters
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Ed. Code 7054	Use of district property; campaign purposes
Elec. Code 10010	District boundaries
Elec. Code 10400-10418	Consolidation of elections
Elec. Code 10509	Notice of election by secretary
Elec. Code 10600-10604	School district elections
Elec. Code 11000	Recall of officers
Elec. Code 1302	Local elections; school district election
Elec. Code 13307	Candidate's statement
Elec. Code 13308	Candidate's statement contents
Elec. Code 13309	Candidate's statement; indigence
Elec. Code 14025-14032	California Voting Rights Act
Elec. Code 14050-14057	California Voter Participation Rights Act
Elec. Code 15400	Announcement of election results
Elec. Code 18501	Election fraud

Elec. Code 20	Public office eligibility
Elec. Code 20440	Code of Fair Campaign Practices
Elec. Code 21100-21180	FAIR MAPS Act
Elec. Code 2201	Grounds for cancellation
Elec. Code 4000-4008	Elections conducted wholly by mail
Gov. Code 1021	Conviction of crime
Gov. Code 1097	Illegal participation in public contract
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 1770	Vacancy of office
Gov. Code 81000-91014	Political Reform Act
Gov. Code 9055	Committing crimes against legislative power
Gov. Code 9412	Refusing to appear
Pen. Code 165	Bribes to members of city council
Pen. Code 2772	Interfering with the work of prisoners
Pen. Code 2790	Interrupting the work of prisoners
Pen. Code 424	Embezzlement and falsification of accounts by public officers
Pen. Code 661	Removal for neglect or violation of official duty
Pen. Code 67	Giving bribes
Pen. Code 68	~~Bribes~~Receiving bribes
Pen. Code 74	Acceptance of gratuity
Pen. Code 88	Crimes against legislative power
Pen. Code 98	Crimes against public justice

Federal	**Description**
52 USC 10301-10508	Voting Rights Act

Management Resources	**Description**
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 98 (1998)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 181 (2000)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 49 (2002)

Court Decision	Dusch v. Davis (1967) 387 U.S. 112
Court Decision	Randall v. Sorrell (2006) 126 S.Ct. 2479
Court Decision	Rey v. Madera Unified School District (2012) 203 Cal. App. 4th 1223
Court Decision	Sanchez v. City of Modesto (2006) 145 Cal. App. 4th 660
CSBA Publication	Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	California Secretary of State's Office
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
9005	Governance Standards
9110	Terms Of Office
9223	Filling Vacancies
9224	Oath Or Affirmation
9230	Orientation
9240	Board Training
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9320	Meetings And Notices

Exhibit 9220-E(1): Governing Board Elections

Status: ADOPTED

Original Adopted Date: 06/01/2024 | **Last Revised Date:** 06/01/2024 | **Last Reviewed Date:** 06/01/2024

This exhibit is a non-exhaustive list of offenses the conviction of which disqualifies a person from holding public office, including as a Governing Board member of a school district, in the State of California.

1. California Constitution, Article VII, Section 8: Giving or offering a bribe to procure personal election or appointment

2. California Constitution, Article VII, Section 8: Committing bribery, perjury, forgery, malfeasance in office, or other high crimes

3. Penal Code section 67: Giving or offering a bribe to any executive officer in the state to influence any decision made by that officer in their official capacity

4. Penal Code section 68: While an executive or ministerial officer, employee, or appointee of the state, a county, a city, or another political subdivision of the state, asking for, receiving, or agreeing to receive any bribe to influence any decision made by that person in their official capacity

5. Penal Code section 74: As a public officer, for gratuity or reward, appointing another person to public office, or permitting another person to exercise or discharge the duties of their office

6. Penal Code section 88: While a member of the Legislature or of a legislative body of a city, county, city and county, school district, or other special district, committing any of various crimes against the Legislative power, including bribery and logrolling

7. Penal Code section 98: While an officer, committing any of various bribery and corruption crimes against the public justice as specified in Penal Code 92-100, including bribing or threatening judges or jurors

8. Penal Code section 165: Giving or offering a bribe to a member of a city council or a board of supervisors to influence any decision made by that member in their official capacity

9. Penal Code section 424: While an officer of the state or of any county, city, town, or district of the state, or while otherwise charged with the receipt, safekeeping, transfer, or disbursement of public moneys, appropriating such moneys for personal use, or refusing to pay any public moneys as required by law

10. Penal Code section 2772: Interfering with the work of prisoners employed at a road camp, or giving or attempting to give such prisoners any controlled substances, intoxicating liquors, firearms, weapons, or explosives of any kind

11. Penal Code section 2790: Interrupting the work of prisoners employed at a public park or camp, or giving or attempting to give such prisoners any controlled substances, intoxicating liquors, firearms, weapons, or explosives of any kind

12. Government Code section 1021: Committing designated crimes as specified in the California Constitution or state law

13. Government Code section 1097: While a public official, being financially interested in a contract made in their official capacity, or by any body or board of which he or she is a member, or aiding or abetting a public official in committing such a violation

14. Government Code section 9055: While a member of the Legislature or of a legislative body of a city, county, city and county, school district, or other special district, committing any of various crimes against the Legislative power, including bribery and logrolling

15. Government Code section 9412: While a member of the Legislature, refusing to appear before the Senate, Assembly, or any committee of the Legislature after being summoned to testify, or while appearing before the Senate, Assembly, or any committee, refusing to be sworn or to answer any material and proper question, or refusing to produce, upon reasonable notice, any material and proper books, papers, or documents in their possession and under their control

16. Elections Code section 20: Committing a felony involving accepting or giving, or offering to give, any bribe, the embezzlement of public money, extortion or theft of public money, perjury, or conspiracy to commit any of those crimes

17. Elections Code section 18501: While a public official, aiding the illegal casting of a vote at an election or otherwise facilitating the perpetration of election fraud

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Cross References

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9230	Orientation
9240	Board Training
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9320	Meetings And Notices

Bylaw 9223: Filling Vacancies **Status:** ADOPTED

Original Adopted Date: 09/01/1989 | **Last Revised Date:** ~~12~~06/01/~~2022~~2024 |
Last Reviewed Date: ~~12~~06/01/~~2022~~2024

Events Causing a Vacancy

A vacancy on the Governing Board may arise from any of the following events:

1. The death of an incumbent (Government Code 1770)

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of the office for the remainder of the term (Government Code 1770)

~~3. A Board member's resignation (Government Code 1770)~~

~~A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer an effective date of resignation for more than 60 days after the date the resignation is filed with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)~~

CSBA NOTE: Pursuant to Education Code 5090, a vacancy resulting from a resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. Pursuant to Education Code 5091, a Board member may not defer an effective date of resignation for more than 60 days after the date the resignation is filed with the County Superintendent.

3. A Board member's resignation in accordance with Board Bylaw 9222 - Resignation (Government Code 1770)

4. A Board member's removal from office by recall (Elections Code 11000-11386; Government Code 1770)

5. A Board member's ceasing to be a resident of the district (Government Code 1770)

CSBA NOTE: The following paragraph is for use by districts that have established trustee areas. In 105 Ops.Cal.Atty.Gen 182 (2022), the Attorney General has opined that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. See BB 9220 - Governing Board Elections.

6. A Board ~~member ceases~~member's ceasing to inhabit the trustee area represented ~~on~~by the Board ~~(58 Ops.Cal.Atty.Gen. 888 (1975))~~member (Government Code 1770)

7. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)

   a. Upon district business with the approval of the Board

   ~~b.~~ With the consent of the Board for an additional period not to exceed a total absence of 90 days

   ~~c.~~b. ~~In~~ or, in the case of illness or other urgent necessity~~,~~ and upon a proper showing thereof, ~~the time limited~~ for ~~absence from the state may be extended by the Board~~more than 90 days

   ~~d.~~c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

   If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve during the absence. If two or more Board members ~~of the Board~~ are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

8. A Board member's ceasing to discharge the duties of the office for the period of three consecutive months, except when prevented by ~~illness~~sickness or when absent from the state with the permission required by law (Government Code 1770)

CSBA NOTE: Board members forfeit office and, in some cases, are disqualified from holding public office upon conviction of designated crimes as specified in the Constitution and various other state laws. Examples of crimes that result in forfeiture of office include, but are not limited to, convictions for felonies, offenses that involve a violation of official duties, bribery, selling appointments, intoxication in the discharge of official duties, misuse of public funds, conflict of interest violations, and a false claim of receipt of any military decoration or medal.

9. A Board member's conviction of a felony or any offense involving a violation of official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

10. A Board member's refusal or neglect to file the required oath within the time prescribed (Government Code 1770)

11. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

CSBA NOTE: Pursuant to Education Code 5090, a vacancy is declared when there has been a "failure to elect," meaning that the County Registrar of Voters has determined that an election will not be held because either no candidate or an insufficient number of candidates have filed to run for a Board seat(s). Education Code 5328 authorizes the Board to make an appointment in such circumstances.

13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

~~CSBA NOTE: Pursuant to Education Code 5091, when a vacancy occurs or when a deferred resignation has been filed four or more months before the end of a Board member's term, the Board shall take action, as specified below. In the event that the Board fails to make a provisional appointment or order an election within 60 days, the County Superintendent of Schools must call an election to fill the vacancy.~~

2. When a vacancy occurs ~~from~~between six months ~~to~~and 130 days before a regularly scheduled Board election at which the vacant position is not scheduled to be filled, the vacancy shall be filled by a special election ~~to fill the position shall be~~ consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which the person was elected to fill. (Education Code 5093)

~~When a vacancy occurs outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment.~~

~~**Eligibility**~~

~~CSBA NOTE: Persons applying or nominated for a Board position must meet the legal qualifications for Board members as detailed in Education Code 35107. Education Code 35107 also provides that a district employee appointed or elected to the Board must resign from district employment before being sworn in or the employment will be automatically terminated upon being sworn into office. See BB 9220 - Governing Board Elections.~~CSBA NOTE: Pursuant to Education Code 5091, when a vacancy occurs outside of the statutory time windows identified in Items #1 or #2 above or when a deferred resignation has been filed four or more months before the end of a Board member's term, the Board shall take action, as specified below. In the event that the Board fails to make a provisional appointment or order an election within 60 days, the County Superintendent must call an election to fill the vacancy.

3. When a vacancy occurs any time outside of the statutory time windows identified in Items #1 and #2 above, the Board shall either order an election or make a provisional appointment within 60 days of the date of the vacancy or the filing of the member's deferred resignation, whichever is sooner. **(Education Code 5091, 5093)**

Eligibility for Appointment

CSBA NOTE: Persons applying or nominated to be appointed to fill a Board vacancy are required to meet the legal qualifications for serving as elected Board members. See BB 9220 - Governing Board Elections.

In order to be appointed ~~or elected~~ to fill a vacancy on the Board, a person must meet the eligibility requirements specified in ~~Education Code 35107, as described in BB~~law and Board Bylaw 9220 - Governing Board Elections.

Provisional Appointments

CSBA NOTE: The following optional paragraph should be modified to reflect district practice. ~~The~~While the Board is authorized to make a provisional appointment to fill a vacancy pursuant to Item #3 in the section "Timelines for Filling a Vacancy" above~~. The~~, the law does not specify procedures for making provisional appointments for vacancies ~~caused by reasons other than a failure to elect~~; however, such procedures must comply with the requirements of the Brown Act. (Government Code 54950-54963~~). Secret ballots are prohibited by Government Code 54953. In addition, only an individual who meets the eligibility requirements specified in Education Code 35107 may be appointed to fill a vacancy.~~)

See CSBA's publication, "Filling a Board Vacancy~~"~~," for additional information about provisional appointments, including sample questions for interviewing and evaluating candidates.

When, as authorized by law, the Board has opted to make a provisional appointment to fill a vacancy ~~on the Board~~, the Board ~~shall advertise~~, by resolution, may approve the procedures for selecting the person to be provisionally appointed to fill the vacancy. These procedures may, but are not required to, include the following:

1. Advertising in the local media to solicit candidate applications ~~or nominations. A~~

2. Establishing a committee consisting of less than a quorum of the Board ~~shall~~to ensure that applicants are eligible for Board membership and announce the names of the eligible candidates~~. The Board shall interview~~

3. Interviewing the candidates at a public meeting~~, accept oral or written public input, and select the provisional appointee by majority vote.~~

CSBA NOTE: Pursuant to Education Code 5092, once the Board has filled a vacancy by provisional appointment, the Board is required to post a notice. The notice is required to be posted in three public places in the district in addition to other notice requirements. Districts with trustee areas may want to post the notice in three public places within the trustee area of the vacant seat. Boards for districts with trustee areas are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel regarding the requirement to post in three public places.

Pursuant to Education Code 5092, as amended by AB 1326 (Ch. 68, Statutes of 2023), the notice is also required to be posted on the district's website.

Within 10 days after the Board makes a provisional appointment ~~is made~~to fill a Board vacancy, the ~~Board~~ Superintendent or designee, on behalf of the Board, shall post ~~notices~~a notice of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The ~~notice~~ Superintendent or designee shall ~~be published in~~post the ~~local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district.~~ notice as follows: (Education Code 5092)

~~The notice shall contain: (Education Code 5092)~~

1. In three public places in the district or, if applicable, trustee area

2. On the district's website

3. In a newspaper of general circulation published in the district, if such a newspaper exists

The notice shall contain: (Education Code 5092)

1. The fact of the vacancy or resignation

~~1.~~2. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation

~~2.~~ The full name of the provisional appointee

3. ~~The~~ to the Board and the date of the provisional appointee's appointment

4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent of Schools within 30 days of the provisional appointment, ~~it~~the appointment shall become ~~an~~ effective ~~appointment~~

~~The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)~~

~~CSBA NOTE: Pursuant to Education Code 5091, the County Superintendent of Schools is required to terminate a provisional appointment and order a special election if, within 30 days of the appointment, a petition requesting a special election to fill the vacancy is submitted by registered voters. Pursuant to Education Code 5091, as amended by SB 1061 (Ch. 831, Statutes of 2022), any such petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis. Education Code 5091, as amended, also requires such special election to be conducted not less than 88, nor more than 125, days following the County Superintendent's order of the election, unless the election may be consolidated with a regularly scheduled election which is to take place within 180 days after the issuance of the County Superintendent's order. For the conduct of Board elections, See BB 9220 - Governing Board Elections.~~CSBA NOTE: Pursuant to Education Code 5091, an appointed Board member may only hold office until the next regularly scheduled district Board election. Thus, if a person is appointed to a board with three years remaining in their term, then it is likely that they will only serve through the second year as there typically would be a regularly scheduled district Board election at that point. There would need to be a special election concurrent with the regularly scheduled district Board election and final two years of the vacant term would be filed by the person elected in the special election.

The person appointed shall only hold office until the next regularly scheduled election for district Board members. (Education Code 5091)

CSBA NOTE: Pursuant to Education Code 5091, the County Superintendent is required to terminate a provisional appointment and order a special election if, within 30 days of the appointment, a petition requesting a special election to fill the vacancy is submitted by registered voters. Pursuant to Education Code 5091, any such petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis. Education Code 5091 also requires any such special election to be conducted not less than 88, nor more than 125, days following the County Superintendent's order of the election, unless the election may be consolidated with a regularly scheduled election that is to take place within 180 days after the issuance of the County Superintendent's order. For the conduct of Board elections, See BB 9220 - Governing Board Elections.

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area, submit a petition for special election ~~which~~that the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a

special election shall be held in accordance with Education Code 5091 to fill the vacancy.

Appointment Due to Failure to Elect

CSBA NOTE: The following ~~procedure applies~~requirements apply when an appointment is being made because of a failure to elect pursuant to Education Code 5090, 5326, and 5328 (Item #~~12~~13 in section entitled "Events Causing a Vacancy" above).

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated ~~(i.e., a failure to elect)~~ and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

~~The procedure for selecting and interviewing candidates shall be~~ When, as authorized by law, the ~~same as~~ Board seeks to make an appointment because of a failure to elect, the Board, by resolution, may approve any additional the procedures for ~~"Provisional Appointments," as specified above.~~ selecting the person to be appointed to fill the vacancy.

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State	Description
Ed. Code 35107	School district employees
Ed. Code 35178	Resignation with deferred effective date
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5090-5095	Vacancies on the board
Ed. Code 5200-5208	Districts governed by boards of education
Ed. Code 5300-5304	General provisions; conduct of elections
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections

Ed. Code 5360-5363	Election notice
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Elec. Code 10600-10604	School district elections
Elec. Code 11000-11386	Candidates for recall
Gov. Code 1064	Absence from state
Gov. Code 1770	Vacancy of office
Gov. Code 3000-3003	Forfeiture of office
Gov. Code 3060-3075	Removal other than by impeachment
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 6061	Manner of notice as prescribed in designated section
Pen. Code 88	Bribery; forfeiture from office

Federal	**Description**
18 USC 704	Military medals or decorations

Management Resources	**Description**
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	58 Ops.Cal.Atty.Gen. 888 (1975)
CSBA Publication	Filling a Board Vacancy, rev. 2022
Website	CSBA District and County Office of Education Legal Services
Website	California State Attorney General's Office, Quo Warranto Applications
Website	CSBA

Cross References

Code	**Description**
1113	District and School Websites
1340	Access To District Records
9100	Organization
9110	Terms Of Office
9130	Board Committees
9220	Governing Board Elections

9222	Resignation
9224	Oath Or Affirmation
9230	Orientation
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST 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 first quarter from July 1, 2024 to September 30, 2024 of the 2024-25 school year for submission to the San Diego County Office of Education. The District received 18 written complaints submitted as Williams Complaints; 10 of the 18 written complaints did not fall within the scope of the Williams Act. The remaining 8 Williams Complaints were investigated and resolved with the assistance of district counsel.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	1	1	0
Facilities	4	4	0
Teacher Vacancy and Misassignment	3	3	0
Total	8	8	0

RECOMMENDATION:
Accept the Report of William's Settlement related complaints for the first quarter from July 1, 2024 to September 30, 2024 of the 2024-25 school year for submission to the San Diego County Office of Education. The District received 18 written complaints submitted as Williams Complaints; 10 of the 18 written complaints did not fall within the scope of the Williams Act. The remaining 8 Williams complaints were investigated and resolved with the assistance of district counsel.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **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: November 7, 2024

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: APPROVE REVISED SUBSTITUTE SALARY SCHEDULE

BACKGROUND INFORMATION:
The Administration is recommending approval/ratification of the attached revised Substitute Salary Schedule in order to reflect the rate increase of Substitute Classified positions, effective November 1st, 2024.

RECOMMENDATION:
Approve/Ratify the revised Substitute Salary Schedule.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **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

N/A (Amount)

N/A (Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
SUBSTITUTE SALARY SCHEDULE

CLASSIFICATION	HOURLY RATE
AVID Tutors	$18.94 effective Nov 2024
Substitute Campus Aides	$18.94 effective Nov 2024
Substitute Bus Aides	$19.16 effective Nov 2024
Substitute Bus Drivers	$23.73 effective Nov 2024
Substitute Campus Security	$20.73 effective Nov 2024
Substitute Clerks	$19.16 effective Nov 2024
Substitute Custodians	$21.69 effective Nov 2024
Substitute Child Nutrition Specialists	$19.05 effective Nov 2024
Substitute Gardeners	$24.83 effective Nov 2024
Substitute Instructional Aides	$19.05 effective Nov 2024
Substitute Maintenance Worker	$28.41 effective Nov 2024
Substitute Publications, Warehouse and Technical Support Technician	$25.97 effective Nov 2024
Substitute Permit Teachers	$25.00 effective July 2023
Substitute Counselor*	$200 a day $225 after the 11th day in same assignment
Substitute Psychologist*	$200 a day $225 after the 11th day in same assignment
Substitute Language, Speech and Hearing Specialist*	$200 a day $225 after the 11th day in same assignment
Substitute Adapted PE Teacher*	$200 a day $225 after the 11th day in same assignment
Substitute Teacher*	$200 a day $225 after the 11th day in same assignment

*Revised 4-17-15; 10-23-15; 11-01-15; 11-10-17; 02-21-19, 12-19-19, 1-21-21, 8-09-21, 9-09-21, 01-19-22, 01-27-22, 07-14-22, 09-08-22, 07-10-23, 11-10-23, 12-13-23, 04-11-24, 11-07-24

CURRICULUM AND INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: SCHOOLS' PARTICIPATION IN THE SAN DIEGO COUNTY SCRIPPS REGIONAL SPELLING BEE PROGRAM

BACKGROUND INFORMATION:

The Scripps Regional Spelling Bee program is open to students in 6th, 7th, and 8th grades in public or private schools during the 2024-25 school year. Enrolling in this program is a new way for students to connect and engage with their school and their learning.

By participating in the Spelling Bee students will:

- Develop language skills and increase their vocabulary.
- Practice poise under pressure.
- Strength life skills including work ethics.
- Build confidence and have fun!

The overall winner of the countywide Spelling Bee will be awarded the title of Spelling Bee Champion and go on to compete in the Scripps National Spelling Bee.

The cost implication for this program is the enrollment fee of $185.00 per school, which will provide everything schools need to organize classroom and school Spelling Bees.

RECOMMENDATION:

Approve the schools' participation in the San Diego County Scripps Regional Spelling Bee Program during the 2024-25 school year at the total cost of $1,302.50 from the General 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 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$1,302.50
(Amount)

General Fund
(Name of funding source and/or location)

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

Enrollment-by-Check Summary

Invoice Number: SK32-0000018687

School	Enrollment ID	Enrollment Fee	Subtotal
VISTA DEL MAR MIDDLE SCHOOL Contact: Jerry Herrera 4885 Del Sol Blvd San Diego, CA 92154	96581-263716	$185.00	$185.00
OCEAN VIEW HILLS SCHOOL Contact: Diane Cruz 4919 Del Sol Blvd San Diego, CA 92154	96597-263717	$185.00	$185.00
WILLOW ELEMENTARY SCHOOL Contact: Raymond Barrera 226 Willow Rd San Ysidro, CA 92173	96582-263718	$185.00	$185.00
LA MIRADA ELEMENTARY SCHOOL Contact: Earl Kim 222 Avenida De La Madrid San Ysidro, CA 92173	96583-263719	$185.00	$185.00
SMYTHE ELEMENTARY SCHOOL Contact: David Salazar 1880 Smythe Ave San Ysidro, CA 92173	96584-263720	$185.00	$185.00
SUNSET ELEMENTARY SCHOOL Contact: Alejandro Vargas 3825 Sunset Ln San Ysidro, CA 92173	96585-263721	$185.00	$185.00
SAN YSIDRO MIDDLE SCHOOL Contact: Eduardo Coronado 4345 Otay Mesa Rd San Ysidro, CA 92173	96586-263722	$185.00	$185.00

Check Handling Fee: **$7.50**

TOTAL AMOUNT DUE: **$1302.50**

Please retain this Summary for your records.

See the next page for payment instructions.

Enrollment-by-Check Invoice

Invoice Number: SK32-0000018687
Amount Due: $1302.50

Payment Instructions:

1. **Print this page on standard 8½ by 11-inch paper (your page orientation should be set to "portrait"). Next, cut along the dotted line.**

2. **Send only the bottom portion of this page and a check made payable to the Scripps National Spelling Bee to:**

   Scripps National Spelling Bee
   P.O. Box 711861
   Cincinnati, OH 45271-1861

3. **Upon receipt of your payment in full we will activate your enrollment(s). Enrollment acknowledgement(s) will be sent by email.**

4. **To ensure that you receive the email(s), please add contact@spellingbee.com to your email address book now.**

NOTE: WE DO NOT ACCEPT PURCHASE ORDERS.

Please cut along the dotted line and remit this bottom portion with your payment.

Invoice Number: 0000018687

Amount Due: 1302.50

REMIT TO:

Scripps National Spelling Bee
P.O. Box 711861
Cincinnati, OH 45271-1861

0000018687000013025008

June 5, 2024

Dear Educator,

This letter serves as notice that the Scripps National Spelling Bee is the sole source for the following products:

- *2025 Classroom Competition List*
- *2025 School Competition List*
- *2025 School Spelling Bee Study List*

The above-listed materials are generated by the Scripps National Spelling Bee's office in Cincinnati, Ohio, and are available exclusively to schools that enroll with the Bee. All three publications are for use by officials administering classroom and school spelling bees.

The Scripps National Spelling Bee is administered on a not-for-profit basis by The E.W. Scripps Company. To participate in the Bee program, schools must enroll at spellingbee.com. The federal tax identification number for the Scripps National Spelling Bee is **26-1133667.**

Payment of the enrollment fee can be made by credit card or check. We do not accept purchase orders. The enrollment fee is $185 per school from August 20, 2024, through October 31, 2024, and increases to $199 per school from November 1, 2024, through January 31, 2025. Teachers and administrators may visit spellingbee.com beginning August 20, 2024, to enroll.

You may use this memorandum, or the information provided in this memorandum, to add the Scripps National Spelling Bee as a vendor in your system.

Remittance Address:
Scripps National Spelling Bee
P.O. Box 711861
Cincinnati, OH 45271-1861

Street Address:
Scripps National Spelling Bee
312 Walnut St., 28th Floor
Cincinnati, OH 45202

Sincerely,

Corrie Loeffler
Executive Director

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: PEAR ASSESSMENT LICENSE SUBSCRIPTION RENEWAL FOR VISTA DEL MAR MIDDLE

BACKGROUND INFORMATION:

Pear Assessment (formerly known as Edulastic) is a versatile platform that combines ease-of-use with the customization required to deploy common assessments at scale.

Benefits of using Pear Assessment: ▪ Easily administer district, common and classroom assessments using high-quality item banks, or curriculum-aligned assessments, create your own questions or mix and match. ▪ Visualize progress, drive outcomes, and ▪ Keep students engaged with video-based assessments.

The principal at Vista Del Mar Middle School is requesting approval to renew the Pear Assessment License subscription package for the 2024-25 school year. The term of this license package is one year and includes the following subscriptions:

- Pear Assessment Teacher Premium
- SparkMath
- Video Quiz and AI Suite for three teachers.

RECOMMENDATION:

Approve renewal of the Pear Assessment license subscription package for Vista Del Mar Middle for the 2024-25 school year at the total cost of $750.00 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? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$750.00
(Amount)

Title I Fund
(Name of funding source and/or location)

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

ORDER FORM

ORDER # INV -9589
DATE 04 Sep 2024
EXPIRATION DATE 31 Dec 2022

Questions?
Contact us:
support@edulastic.com
510.328.3277

Pear Assessment

Pear Assessment
2030 East Maple Ave, STE 100
El Segundo, CA 90245

Tax ID # 83-0526763
Download our W9

Bill To
San Ysidro Elementary School District (CA)

Thank you for your interest in Edulastic Teacher Premium! This quote details access for the products you requested. We will grant access to the products listed upon receiving a purchase order or payment as described below.

Description	Quantity	Unit Price	Discount	Amount USD
Access to Pear Assessment Teacher Premium Licenses for 12 months from activation date Bookkeepers: mayura.vongsavath@sysdschools.org	3.00	125.00		375.00
SparkMath subscription for individual teacher	3.00	100.00		300.00
Video Quiz and AI Suite for 12 months from activation date	3.00	25.00		75.00

Invoice Total USD	750.00
Total Net Payments USD	0.00
Amount Due USD	**750.00**

OPTIONS FOR PLACING THIS ORDER

1. **Pay by Credit Card**

View and pay online now

2. **Pay by Check**

Please write check payable to Snapwiz, Inc. and mail to the lockbox below:
DEPT LA 25497
Pasadena, CA 91185-5497
Please include the invoice number on the reference line.

We also accept EFT/wire transfers:
Silicon Valley Bank
SWIFT Code: SVBKUS6S

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Smythe Elementary
Dr. Rebecca Bravo, Principal

☐ Informational
☒ Action

AGENDA ITEM: SUBSCRIPTION RENEWAL OF THE FRECKLE MATH STUDENT PROGRAM FROM RENAISSANCE LEARNING, INC.

BACKGROUND INFORMATION:

The Freckle Math program provides teachers with the best differentiation platform, so they can teach all their students at the level that is best for them. It offers 50,000 math questions covering K-9 standards. Students start off with a diagnostic, and after that they work with problems at their own skill level.

In addition, students build math fact fluency by evaluating their ability to recall the basic facts in all four operations, accurately and quickly.

The Principal at Smythe Elementary School is requesting approval to renew the Freckle Math Student license subscription from Renaissance Learning, Inc. for one year.

RECOMMENDATION:

Approve the renewal of the Freckle Math Student license subscription from Renaissance Learning, Inc. for Smythe Elementary at the total cost of $9,208.80 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$9,208.80
(Amount)

Title I Fund
(Name of funding source and/or location)

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

Renaissance

Quote
3191490

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Smythe Elementary School - 270700
1880 Smythe Ave
San Ysidro, CA 92173-1518
Contact: Rebecca Bravo - (619) 428-4447
Email: rebecca.bravo@sysdschools.org

Reference ID: 705950

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	$9,208.80
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $9,208.80**

This quote includes: Renaissance Freckle.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.
Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Smythe Elementary School - 270700
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 9/10/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To:

If changes are necessary, or additional information is required, please contact your account executive Vanessa Villa at (303)225-6987, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

Quote
3191490

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Smythe Elementary School - 270700

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Freckle Math Student Subscription	12/01/2024 - 11/30/2025	540	$16.22	$0.00	$8,758.80
Professional Services					
60-minute Remote Session		1	$450.00	$0.00	$450.00
Foundations Professional Learning Package (included with purchase)		1	$0.00	$0.00	$0.00
Smythe Elementary School Total				**$0.00**	**$9,208.80**

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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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 up for the November 7, 2024, Board meeting:

- 2024 Annual Conference – California Educational Research Association (CERA)
- ACSA Leadership Summit
- AVID Regional Professional Learning
- Be the One Equity Retreat
- CABE Annual Mini Conference
- CASBO Business Workshops
- CASBO Business Conference /Workshops
- Cite Annual Conference
- Crisis Prevention Institute ~ Non-Violent Crisis Intervention Training
- EHCY Coordinator's Meeting and HETAC Regional Meeting
- Healthy Schools Meal Summit 2024
- Live Well Advance Conference and School Summit
- OELA NPD Project Director's Meeting
- Postvention: Responding Effectively to Suicide Deaths
- School Services of California – Governor's Budget Workshop
- SLPs: Practical Therapy and Resistant Speech Sound Errors
- Teaching Pyramid for Preschool Module 1a: Promoting Children's Success, Building Relationship Plus Effective Workforce Series
- The Power of Biliteracy Trajectories for Holistic Student Assessment
- Using AI Tools to Improve SPECIAL EDUCATION Student Learning and Increase Teacher Productivity
- Virtual California DnA User Group Training

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: 1.8 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 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$33,015.25	General, Title II, Title III, MAA, Special Education, CSPP, McKinney-Vento, and Action for Healthy Kids
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – November 7, 2024

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuel Bojorquez, Luis Ramos	2024 Annual Conference – California Educational Research Association (CERA)	San Francisco, CA	November 6-8, 2024	$3,200.00	General Fund
Manuel Bojorquez, Luis Ramos, Efrain Burciaga, Maria C. Rodriguez, Matthew Bandy, Rebecca Bravo, Vikki Viramontes-Castorena, Myrna Cerda, Alma English, Veronica Medina, Erika Meza, Julie Pretzer, Mairen Ruiz, Rick Quintana	ACSA Leadership Summit	San Diego	November 14-16, 2024	$15,000.00	General Fund
Sarah Watson	AVID Regional Professional Learning	Online	November 6, 2024	$0	N/A
Maria Rodriguez, Myrna Cerda, Laura English, Erika Meza	Be the One Equity Retreat	San Diego	October 26, 2024	$1,400.00	General Fund and Title II Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuel Bojorquez, Luis Ramos, Adriana Aguilar, Sandra Guzman, Carolina Hernandez, Cynthia Mosqueda, Carmen Blanco, DELAC Parents: Jennifer Villanueva, Cecilia Abundiz, Isabel Lemus, Roxane Palestino, Kenia Peraza, Karina Robles, Yajahira Palomares, Sandra Perez	CABE Annual Mini Conference	Chula Vista	November 2, 2024	$1,200.00 5 registration fees will be sponsored by Project LEAL/SDSU	Title III Fund
Blanca Vega, Araceli Felix, Patricia Caro	CASBO Business Workshops	Online	October 10 & 30, 2024 November 5 & 19, 2024	$2,015.00	General Fund
Daniel Chavez, Amber Sances	CASBO Business Conferences/Workshops	San Diego	October 24, 2024	$190.00	General Fund
Todd Lewis	Cite Annual Conference	San Diego	November 18-21, 2024	$973.00	General Fund
Erika Aleman, Camila Arismendi, Frankie Asio, Irma Beltran, Melissa Cerda, Lourdes Cisneros, Christian Dircio, Lorena Flores, Pedro Fuentez, Carlos Gomez, Elsa Guzman, Bertha Hernandez, Alejandra Jimenez, Jenny Magallon, Yadira Martinez, Michelle Mendoza,	Crisis Prevention Institute ~ Non-Violent Crisis Intervention Training	SYSD	November 15 & 22, 2024	$1,212.25 (Training Material)	Special Education Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Maria Modde, Mauricio Montes, Karolina Moreno, Ray Ramos, Gracia Reyes, Banely Robles, Uriel Roldan, Lirio Ruffo					
Veronica Medina	EHCY Coordinator's Meeting and HETAC Regional Meeting	Sacramento, CA	January 30-31, 2025	$750.00	McKinney-Vento Funds
Ana Del Real, Esmeralda Valenzuela	Healthy Schools Meal Summit 2024	Las Vegas, NV	October 21-23, 2024	$TBD	Action for Healthy Kids
Oscar Madera, Rick Quintana, Karina Victorino, Banely Arevalo Robles, Jedzida Herron, Brianna Minton, Stephanie Wooden, Veronica Medina, Adriana Garcia, Maida Gonsales, Rodrigo Amezquita, Maricela Gonzalez, Nirvana Bustos, Darlene Herbert	Live Well Advance Conference and School Summit	San Diego	November 21, 2024	$200.00	General Fund
Luis Ramos, Erika Meza	OELA NPD Project Director's Meeting	San Diego	November 20, 2024	$0	N/A

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Denise Villezcas, Karina Victorino	Postvention: Responding Effectively to Suicide Deaths	SDCOE	October 30, 2024	$0	N/A
Marilyn Adrianzen, TBD (9)	School Services of California – Governor's Budget Workshop	Anaheim, CA	January 22, 2025	$3,600.00	General Fund
Dinah Marrujo, Ruth Rivera, Megan Doyel, Jenny Magallon	SLPs: Practical Therap y and Resistant Speech Sound Errors	Online	November 18, 2024 November 15, 2024	$1,180.00	MAA Fund
Carmen Romero, Melissa Aleman, Yaneli Sandoval, Issamara Hurtado, Matilde Diaz, Karta Weinstein, Luz Corona, Grecia Lopez, Yadira Martinez, Jihan Garcia, Eva Arcadia, Lirio Ruffo, Areli Martinez, Claudia Sotelo, Cecilia Cruz, Elda Martinez, Mitzi Cabrera, Leslie Raqueno, Erika Lopez, Silvia Rodriguez, Monica Brown, Alexandra Nunez, Esmeralda Morales, Laura Lizardi, Begonia Hidalgo, Olivia Garcia, Martha Gutierrez, Sandra Ferguson	Teaching Pyramid for Preschool Module 1a: Promoting Children's Success, Building Relationship Plus Effective Workforce Series	Online	November 7, 14 and 21, 2024	$1,800.00	CSPP Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda	The Power of Biliteracy Trajectories for Holistic Student Assessment	Online	October 23, 2024	$0	N/A
Josefina Villegas	Using AI Tools to Improve SPECIAL EDUCATION Student Learning and Increase Teacher Productivity	Online	November 21, 2024	$295.00	MAA Fund
Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda	Virtual California DnA User Group Training	Online	November 15, 2024	$0	N/A

BUSINESS

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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 #3 (September 1, 2024 through September 30, 2024): ▪ General Fund: 0000012148-0000012152, 0000012154, 0000012156, 0000012158-0000012161, 0000012164-0000012172, 0000012174-0000012198, 0000012200-0000012206, 0000012208-0000012241, 0000012243-0000012251, 0000012254-0000012256, 0000012258-0000012267, 0000012269-0000012271, 0000012273-0000012291 ▪ Child Development Fund – 0000012157, 0000012207, 0000012242, 0000012272 ▪ Child Nutrition Fund: 0000012199, 0000012268 ▪ Building Measure U Fund: 0000012163, 0000012252-0000012253 ▪ Building Mearuse T Fund: 0000012162 ▪ Capital Facilities Fund: 0000012153, 0000012155.

RECOMMENDATION:
Approve/Ratify the purchase orders incurred by the District during the month of September 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$5,364,654.56
(Amount)

As listed above
(Name of funding source and/or location)

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

PURCHASE ORDER REPORT (09/01/24 - 09/30/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/3/2024	0000012148	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	061	256.21
9/3/2024	0000012149	001793	CABE	REGISTRATION FEES	0100	4035000	5200003	061	19,500.00
9/3/2024	0000012150	000809	OFFICE DEPOT	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	016	1,565.50
9/3/2024	0000012151	0000000821	RANCHO COASTAL SPEECH THERAPY, INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	2,550.00
9/3/2024	0000012152	0000000338	AMERGIS HEALTHCARE STAFFING	PROFESSIONAL SERVICES	0100	6500000	5800010	054	800,000.00
9/4/2024	0000012154	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	469.64
9/4/2024	0000012156	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	10,528.25
9/5/2024	0000012158	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	25,000.00
9/5/2024	0000012159	0000001126	GATEAWAY EDUCATION HOLDINGS	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	81,322.16
9/5/2024	0000012160	000136	WAXIE SANITARY SUPPLY	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	1,086.33
9/5/2024	0000012161	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	064	1,000.00
9/5/2024	0000012164	001980	VELOCITY TRUCK CENTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	11,121.75
9/5/2024	0000012165	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	71.74
9/5/2024	0000012166	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0490000	4300011	054	99.82
9/5/2024	0000012167	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	1,732.08
9/5/2024	0000012168	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	214.01
9/5/2024	0000012169	0000001160	ON SITE DRAPERY CLEANERS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,466.25
9/6/2024	0000012170	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	071	407.28
9/6/2024	0000012171	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	012	376.10
9/6/2024	0000012172	003524	ACE COOLERS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	8,092.40
9/9/2024	0000012174	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	141.58
9/9/2024	0000012175	0000000852	LESSONPIX, INC.	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	36.00
9/9/2024	0000012176	001793	CABE	REGISTRATION FEES	0100	4203000	5200003	061	1,705.00
9/9/2024	0000012177	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	25,000.00
9/9/2024	0000012178	0000000938	PIONEER VALLEY BOOKS	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	1,801.58
9/10/2024	0000012179	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	200.11
9/10/2024	0000012180	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	5600005	070	6,020.01
9/11/2024	0000012181	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	58.12
9/11/2024	0000012182	001178	SAN DIEGO COUNTY	OFFICE SUPPLIES	0100	0000000	4300011	071	86.20
9/11/2024	0000012183	003524	ACE COOLERS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	8,092.40
9/12/2024	0000012184	0000000674	MOBYMAX LLC	LICENSING FEES	0100	0300013	5800006	024	1,869.00
9/12/2024	0000012185	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	167.29
9/12/2024	0000012186	0000001128	VISTA HIGHER LEARNING INC.	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	14,269.72
9/13/2024	0000012187	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	193.23
9/13/2024	0000012188	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	262.05

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/13/2024	0000012189	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIALS	0100	0300013	4300001	024	1,177.90
9/13/2024	0000012190	004684	NIMCO, INC	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	1,591.98
9/13/2024	0000012191	0000001054	CYNTHIA M FRAZEE	PRIFESSIONAL SERVICES	0100	0000000	5800010	062	5,000.00
9/13/2024	0000012192	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	5600005	070	6,082.90
9/13/2024	0000012193	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	068	22,722.00
9/13/2024	0000012194	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	241.70
9/13/2024	0000012195	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	79.72
9/13/2024	0000012196	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	412.53
9/13/2024	0000012197	001161	HOME DEPOT	INSTRUCTIONAL EQUIPMENT	0100	6500000	4400000	054	930.92
9/13/2024	0000012198	0000000823	ASSESS-APE LLC	CONTRACTED SERVICES	0100	6500000	5800010	054	2,080.00
9/13/2024	0000012200	002308	PRO ED	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	894.33
9/13/2024	0000012201	002874	ACSA	REGISTRATION FEES	0100	6500000	5200003	054	3,116.00
9/13/2024	0000012202	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	110.37
9/13/2024	0000012203	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	229.49
9/13/2024	0000012204	003856	SUPER DUPER PUBLICATION	INSTRUCTOINAL MATERIALS	0100	6500000	4300001	054	258.51
9/13/2024	0000012205	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	239.57
9/13/2024	0000012206	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	641.50
9/13/2024	0000012208	004628	FOLLETT SCHOOL SOLUTIONS, LLC	LIBRARY SUPPLIES	0100	0000000	4300001	012	258.60
9/13/2024	0000012209	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300050	073	105.64
9/13/2024	0000012210	003099	PARENT INSTITUTE FOR QUALITY	CONTRACTED SERVICES	0100	3010000	5800010	061	14,500.00
9/13/2024	0000012211	004678	AMAZON CAPITAL SERVICES	MEDICAL SUPPLIES	0100	5640000	4300010	054	72.41
9/13/2024	0000012212	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	016	244.44
9/13/2024	0000012213	0000001115	JACQUES PAVING, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	9,480.50
9/13/2024	0000012214	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	175.36
9/16/2024	0000012215	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	025	335.00
9/16/2024	0000012216	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	0982000	4300060	074	27.99
9/16/2024	0000012216	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	122.81
9/16/2024	0000012216	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300011	070	492.22
9/16/2024	0000012217	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	570.54
9/16/2024	0000012218	0000000772	ACADEMIC SUPPLIER	OFFICE MATERIALS	0100	0000000	4300011	025	653.93
9/16/2024	0000012219	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300000	024	1,241.56
9/17/2024	0000012220	0000000801	DATA RECOGNITION CORPORATION	INSTRUCTIONAL MATERIALS	0100	0000000	4300003	057	1,560.45
9/17/2024	0000012221	0000001007	NWEA	CONTRACTED SERVICES	0100	3010000	5800006	061	36,400.00
9/17/2024	0000012222	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	070	2,672.16
9/17/2024	0000012223	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	070	1,129.33

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/17/2024	0000012224	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	070	976.53
9/17/2024	0000012225	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	070	1,305.77
9/17/2024	0000012226	004448	SWANK MOVIE LICENSING USA	LICENSES	0100	0000000	5800006	061	7,894.00
9/17/2024	0000012227	0000001161	SARDINA EDUCATIONAL CONSULTING	PROFESSIONAL SERVICES	0100	0000000	5800010	062	500.00
9/17/2024	0000012228	0000000089	BMR HEALTH SERVICES, INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	250,000.00
9/17/2024	0000012229	0000000869	CLUB XCITE	PROFESSIONAL SERVICES	0100	6500000	5800010	054	15,000.00
9/17/2024	0000012230	0000000834	EDTHEORY LLC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	256,000.00
9/17/2024	0000012231	0000000794	THE STEPPING STONE GROUP	PROFESSIONAL SERVICES	0100	6500000	5800010	054	550,000.00
9/18/2024	0000012232	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	012	2,006.00
9/18/2024	0000012233	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	227.45
9/18/2024	0000012234	000778	SAFEWAY INC. -VONS DIVISION	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,000.00
9/18/2024	0000012235	0000000779	TRAFERA, LLC	TECHNOLOGY SUPPLIES	0100	1100000	4300001	080	1,938.42
9/18/2024	0000012236	0000000845	MYBINDING LLC	PUBLICATIONS SUPPLIES	0100	0000000	4300050	073	1,351.19
9/18/2024	0000012237	004678	AMAZON CAPITAL SERVICES	PUBLICATION SUPPLIES	0100	0000000	4300050	073	64.64
9/18/2024	0000012238	0000000255	KELLY SPICERS STORES	PUBLICATIONS SUPPLIES	0100	0000000	4300050	073	1,004.77
9/18/2024	0000012239	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300000	010	2,046.71
9/18/2024	0000012240	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300000	010	413.76
9/18/2024	0000012241	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	TRANSPORTATIOIN SERVICES	0100	0982000	5600005	074	6,856.60
9/20/2024	0000012243	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000000	4300011	064	1,063.75
9/20/2024	0000012244	000759	PARRON-HALL	OFFICE MATERIALS	0100	0000003	4300011	071	3,176.91
9/23/2024	0000012245	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	1,991.77
9/23/2024	0000012246	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	869.76
9/23/2024	0000012247	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	024	715.30
9/23/2024	0000012248	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	25,000.00
9/23/2024	0000012249	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	237.43
9/23/2024	0000012250	001102	ORIENTAL TRADING COMPANY, INC.	OFFICE MATERIALS	0100	0000000	4300011	064	2,000.00
9/23/2024	0000012251	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	428.43
9/23/2024	0000012254	003852	NCS PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	2,292.81
9/23/2024	0000012255	002938	PAR	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	863.47
9/23/2024	0000012256	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	531.68
9/23/2024	0000012258	004678	AMAZON CAPITAL SERVICES	LIBRARY SUPPLIES	0100	0000000	4300011	025	111.34
9/23/2024	0000012259	004601	SIR SPEEDY PRINTING 02890	INSTRUCTIONAL MATERIALS	0100	3010000	4300000	050	876.01
9/23/2024	0000012260	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	6500000	4300001	054	39.81
9/23/2024	0000012261	003852	NCS PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	157.62
9/23/2024	0000012262	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	167.65

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/23/2024	0000012263	004645	IMAGE ONE CORPORATION	OFFICE MATERIALS	0100	0000000	4300011	071	1,032.58
9/23/2024	0000012264	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	016	719.27
9/24/2024	0000012265	003143	HD SUPPLY FACILITIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	6,901.08
9/24/2024	0000012266	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5630000	4300011	050	1,028.82
9/24/2024	0000012267	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	170.03
9/25/2024	0000012269	000809	OFFICE DEPOT	OFFICE MATERIALS	0100	0000000	4300001	016	193.94
9/25/2024	0000012270	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	522.39
9/25/2024	0000012271	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY SUPPLIES	0100	0000000	4300001	016	2,553.68
9/26/2024	0000012273	001178	SAN DIEGO COUNTY	PUBLICATION MATERIALS	0100	0000000	4300011	071	258.60
9/26/2024	0000012274	0000000033	ORANGE COUNTY DEPT. OF EDUCATION	REGISTRATION FEES	0100	0000000	5200003	050	850.00
9/26/2024	0000012275	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	5630000	5200003	050	140.00
9/26/2024	0000012276	0000000751	EDPUZZLE, INC.	LICENSING FEES	0100	3010000	5800006	025	2,380.00
9/26/2024	0000012277	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	172.18
9/26/2024	0000012278	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTOINAL MATERIALS	0100	3182000	5800006	012	3,877.63
9/26/2024	0000012279	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	2,390.07
9/26/2024	0000012280	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	1,622.72
9/26/2024	0000012281	000535	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	697.68
9/26/2024	0000012282	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300000	025	52.80
9/26/2024	0000012283	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	025	325.23
9/26/2024	0000012284	001012	CDW GOVERNMENT LLC	CONTRACTED SERVICES	0100	0000000	5800006	067	16,442.20
9/26/2024	0000012285	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	639.97
9/26/2024	0000012286	001980	VELOCITY TRUCK CENTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	6,360.19
9/30/2024	0000012287	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300002	067	869.83
9/30/2024	0000012288	003993	IMAGINE LEARNING INC	CONTRACTED SERVICES	0100	3010000	5800006	018	39,695.00
9/30/2024	0000012289	0000000646	BRIGHTLY SOFTWARE INC	CONTRACTED SERVICES	0100	8150000	5800006	070	13,458.00
9/30/2024	0000012290	003192	WALMART	INSTRUCTIONAL MATERIALS	0100	5630000	4300001	050	1,500.00
9/30/2024	0000012291	0000001126	GATEAWAY EDUCATION HOLDINGS	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	38,141.50
							Total for 0100		**2,426,719.14**
9/5/2024	0000012157	003192	WALMART	REFRESHMENTS	1200	0300120	4300015	076	1,000.00
9/13/2024	0000012207	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	251.04
9/19/2024	0000012242	0000001011	EARLY CHILDHOOD ASSESSMENT PROFESSIONALS	PROFESSIONAL SERVICES	1200	6105000	5800010	076	28,170.00
9/26/2024	0000012272	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300001	076	2,425.53

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
							Total for 1200		**31,846.57**
9/13/2024	0000012199	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	1300	5310000	5500007	085	3,276.00
9/25/2024	0000012268	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	382.37
							Total for 1300		**3,658.37**
9/5/2024	0000012163	0000000481	CONAN CONSTRUCTION, INC	PROFESSIONAL SERVICES	2133	9010313	6200070	320	250,000.00
9/5/2024	0000012163	0000000481	CONAN CONSTRUCTION, INC	PROFESSIONAL SERVICES	2133	9010313	6200070	320	50,000.00
9/5/2024	0000012163	0000000481	CONAN CONSTRUCTION, INC	PROFESSIONAL SERVICES	2133	9010313	6200070	320	2,147,000.00
9/23/2024	0000012252	0000001149	C BELOW, INC.	PROFESSIONAL SERVICES	2133	9010314	6200040	322	74,810.00
9/23/2024	0000012253	0000000030	DEPARTMENT OF GENERAL SERVICES	PROFESSIONAL SERVICES	2133	9010313	6200020	320	14,312.30
							Total for 2133		**2,536,122.30**
9/5/2024	0000012162	0000000650	PATHWAY COMMUNICATIONS LTD	PROFESSIONAL SERVICES	2139	9010310	6200070	325	15,710.98
9/5/2024	0000012162	0000000650	PATHWAY COMMUNICATIONS LTD	PROFESSIONAL SERVICES	2139	9010310	6200070	325	262,382.20
							Total for 2139		**278,093.18**
9/4/2024	0000012153	0000001150	CALIFORNIA BACKFLOW & CHLORINATION	PROFESSIONAL SERVICES	2518	9010501	6200076	324	1,750.00
9/4/2024	0000012155	0000000782	LORD ARCHITECTURE INC.	PROFESSIONAL SERVICES	2518	9010501	6200015	324	62,425.00
9/4/2024	0000012155	0000000782	LORD ARCHITECTURE INC.	PROFESSIONAL SERVICES	2518	9010501	6200015	324	24,040.00
							Total for 2518		**88,215.00**
							Grand Total		**5,364,654.56**

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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 the San Diego County Office of Education and then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of September 1, 2024 through September 30, 2024 with checks #14-194733 through #14-205384 for a total expenditure of $2,392,567.73 from the following sources:

General Fund - $1,480,800.67
Child Development Fund- $33,347.72
Child Nutrition Fund - $217,677.50
Building Fund Prop - $160,531.84
Capital Facilities Fund- $500,210.00

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the month of September 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$2,392,567.73
(Amount)

Various (see above)
(Name of funding source and/or location)

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

Expenditure Report

9/1/24-9/30/24

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14194733	P.I.P.S.	9/3/2024	$ 85,633.83	0100	PROFESSIONAL SERVICES
14194734	AARDVARK ANT & PEST CONTROL INC.	9/3/2024	$ 2,217.00	0100	CONTRACTED SERVICES
14194736	CAL PACIFIC TRUCK CENTER ,LLC	9/3/2024	$ 1,495.98	0100	CONTRACTED SERVICES
14194737	T-MOBILE	9/3/2024	$ 3,151.24	0100	CONTRACTED SERVICES
14194738	EMMA LANDCARE, INC	9/3/2024	$ 29,000.00	0100	CONTRACTED SERVICES
14194739	KYO AUTISM THERAPY, LLC	9/3/2024	$ 12,969.05	0100	PROFESSIONAL SERVICES
14194740	KELLY GEE STRIPING	9/3/2024	$ 1,850.00	0100	CONTRACTED SERVICES
14194742	BUS WEST	9/3/2024	$ 144.18	0100	TRANSPORTATION SUPPLIES
14194743	RCP BLOCK & BRICK	9/3/2024	$ 382.00	0100	GROUNDS SUPPLIES
14194744	VELOCITY TRUCK CENTERS	9/3/2024	$ 3,228.54	0100	CONTRACTED SERVICES
14194745	CALIFORNIA ELECTRIC SUPPLY	9/3/2024	$ 2,806.25	0100	MAINTENANCE SUPPLIES
14194746	SOUTHWEST SCHOOL & OFFICE	9/3/2024	$ 6,699.43	0100	INSTRUCTIONAL MATERIALS
14194747	R&R CONTROLS INC	9/3/2024	$ 2,706.00	0100	CONTRACTED SERVICES
14195710	MARISA DORADO	9/5/2024	$ 101.73	0100	REIMBURSEMENT
14195711	JAKE RUBIO	9/5/2024	$ 48.76	0100	REIMBURSEMENT
14195712	AMBER ELLIOTT	9/5/2024	$ 114.17	0100	MILEAGE
14195713	WILMA PIMENTEL	9/5/2024	$ 29.26	0100	REIMBURSEMENT
14195714	AARDVARK ANT & PEST CONTROL INC.	9/5/2024	$ 450.00	0100	CONTRACTED SERVICES
14195715	WESTED	9/5/2024	$ 1,975.80	0100	REGISTRATION FEES
14195716	JUANA MARIN-DEGUIRE	9/5/2024	$ 108.95	0100	REIMBURSEMENT
14195717	RANCHO COASTAL SPEECH THERAPY, INC	9/5/2024	$ 2,220.00	0100	PROFESSIONAL SERVICES
14195718	TANYA KELLER	9/5/2024	$ 3,293.75	0100	PROFESSIONAL SERVICES
14195719	KATIE BISAGA	9/5/2024	$ 96.89	0100	REIMBURSEMENT
14195720	IRMA BELTRAN	9/5/2024	$ 100.41	0100	REIMBURSEMENT
14195721	MICHAEL FERGUSON	9/5/2024	$ 19,200.00	0100	PROFESSIONAL SERVICES
14195722	GREGORY SHERMAN	9/5/2024	$ 550.26	0100	REIMBURSEMENT
14195725	KARLA BARRIOS	9/5/2024	$ 89.00	0100	REIMBURSEMENT
14195726	CLAUDIA GOMEZ	9/5/2024	$ 95.49	0100	REIMBURSEMENT
14195727	ANA PATRICIA HAMAMA CASILLAS	9/5/2024	$ 39.51	0100	REIMBURSEMENT
14195728	MARIA KNUTAS HALLMARK	9/5/2024	$ 88.13	0100	REIMBURSEMENT
14195729	MICHELLE LOBERIA	9/5/2024	$ 126.47	0100	REIMBURSEMENT

Expenditure Report

9/1/24-9/30/24

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14195730	MARISELA BENITEZ	9/5/2024	$ 200.00	0100	REIMBURSEMENT
14195731	GRAINGER	9/5/2024	$ 3,239.29	0100	TRANSPORTATION SUPPLIES
14195732	MICHELLE PATTERSON	9/5/2024	$ 23.98	0100	REIMBURSEMENT
14195734	OFFICE DEPOT	9/5/2024	$ 16,602.16	0100	INSTRUCTIONAL SUPPLIES
14195735	REPUBLIC SERVICES	9/5/2024	$ 30,219.32	0100	UTILITIES
14195736	ZONAR SYSTEMS	9/5/2024	$ 10,307.74	0100	MAINTENACE AGREEMENT
14195737	SMART & FINAL	9/5/2024	$ 997.35	0100	REFRESHMENTS
14195738	AT&T	9/5/2024	$ 8,130.00	0100	UTILITIES
14195739	VALLEY INDUSTRIAL SPECIALTIES	9/5/2024	$ 2,051.15	0100	MAINTENANCE SUPPLIES
14195743	FLYERS ENERGY	9/5/2024	$ 3,919.65	0100	TRANSPORTATION DIESEL
14195744	SOUTH BAY COMMUNITY SERVICES	9/5/2024	$ 65,120.00	0100	PROFESSIONAL SERVICES
14196804	AMERGIS HEALTHCARE STAFFING	9/9/2024	$ 104,914.75	0100	PROFESSIONAL SERVICES
14196805	TRAFFIC SAFETY STORE.COM	9/9/2024	$ 1,701.14	0100	MAINTENANCE MATERIALS
14196807	PEVO SPORTS CO	9/9/2024	$ 10,450.00	0100	SCHOOL EQUIPMENT
14196808	PARADIGM HEALTHCARE SERVICES	9/9/2024	$ 500.00	0100	PROFESSIONAL SERVICES
14196809	MCGRAW-HILL	9/9/2024	$ 36,400.86	0100	INSTRUCTIONAL MATERIALS
14196810	SAFEWAY INC. -VONS DIVISION	9/9/2024	$ 164.54	0100	RESFRESHMENTS
14196811	GOPHER SPORT	9/9/2024	$ 668.71	0100	INSTRUCTIONAL MATERIALS
14196812	YMCA OF SAN DIEGO COUNTY	9/9/2024	$ 86,438.43	0100	CONTRACTED SERVICES
14196813	WALMART	9/9/2024	$ 2,169.77	0100	REFRESHMENTS
14196814	PRO POWER	9/9/2024	$ 346.72	0100	GROUNDS SUPPLIES
14196815	AMAZON CAPITAL SERVICES	9/9/2024	$ 1,293.46	0100	INSTRUCTIONAL MATERIALS
14198229	CORODATA RECORDS MANAGEMENT, INC.	9/12/2024	$ 264.86	0100	CONTRACTED SERVICES
14198230	DANNIS WOLIVER KELLEY	9/12/2024	$ 1,881.00	0100	LEGAL SERVICES
14198232	PARKHOUSE TIRE INC	9/12/2024	$ 3,284.72	0100	TRANSPORTATION SUPPLIES
14198233	CAL PACIFIC TRUCK CENTER ,LLC	9/12/2024	$ 3,989.50	0100	CONTRACTED SERVICES
14198234	EMILY N STEWART CONSULTING	9/12/2024	$ 4,000.00	0100	CONTRACTED SERVICES
14198235	EMMA LANDCARE, INC	9/12/2024	$ 1,980.00	0100	CONTRACTED SERVICES
14198236	SIGNA DIGITAL SOLUTIONS, INC	9/12/2024	$ 10,936.38	0100	CONTRACTED SERVICES
14198237	DIXIELINE LUMBER CO	9/12/2024	$ 85.55	0100	MAINTENANCE SUPPLIES
14198239	DUNN-EDWARDS CORP.	9/12/2024	$ 269.21	0100	MAINTENANCE SUPPLIES

Expenditure Report

9/1/24-9/30/24

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14198240	CURRICULUM ASSOC. INC.	9/12/2024	$ 10,323.65	0100	INSTRUCTIONAL MATEIRALS
14198241	FIREHAWK	9/12/2024	$ 6,020.01	0100	CONTRACTED SERVICES
14198242	CABE	9/12/2024	$ 19,500.00	0100	REGISTRATION FEES
14198243	PERMA BOUND PUB.	9/12/2024	$ 518.32	0100	INSTRUCTIONAL MATERIALS
14198244	COOLE SCHOOL	9/12/2024	$ 2,360.00	0100	INSTRUCTIONAL MATERIALS
14198246	AMAZON CAPITAL SERVICES	9/12/2024	$ 2,790.48	0100	INSTRUCTIONAL MATERIALS
14198247	XEROX CORPORATION	9/12/2024	$ 9,108.14	0100	CONTRACTED SERVICES
14198248	STOTZ EQUIPMENT	9/12/2024	$ 973.55	0100	GROUNDS SUPPLIES
14199685	HORIZON DISTRIBUTORS	9/16/2024	$ 24.18	0100	GROUNDS SUPPLIES
14199686	EINSTEIN BROS BAGELS	9/16/2024	$ 440.48	0100	REFRESHMENTS
14199687	SUPERSONIC DETAILING INC	9/16/2024	$ 696.00	0100	CONTRACTED SERVICES
14199688	CANON FINANCIAL SERVICES, INC	9/16/2024	$ 7,112.97	0100	CONTRACTED SERVICES
14199689	FIREHAWK	9/16/2024	$ 6,082.90	0100	CONTRACTED SERVICES
14199690	ZONAR SYSTEMS	9/16/2024	$ 2,125.66	0100	TRANSPORTATION SUPPLIES
14199691	STARFALL EDUCATION	9/16/2024	$ 355.00	0100	INSTRUCTIONAL MATERIALS
14199692	NEWSELA, INC	9/16/2024	$ 4,750.00	0100	CONTRACTED SERVICES
14201158	CATALINA JAUREGUI	9/19/2024	$ 53.06	0100	MILEAGE
14201159	NORMA LARA	9/19/2024	$ 22.65	0100	MILEAGE
14201160	MARGARITA MEZA	9/19/2024	$ 88.49	0100	REIMBURSEMENT
14201161	KARINA VICTORINO	9/19/2024	$ 36.98	0100	MILEAGE
14201163	SAFEWAY INC. -VONS DIVISION	9/19/2024	$ 251.22	0100	INSTRUCTIONAL MATERIALS
14201164	CAROLINA HERNANDEZ	9/19/2024	$ 34.44	0100	MILEAGE
14201165	HOME DEPOT	9/19/2024	$ 7,878.51	0100	MAINTENANCE SUPPLIES
14201166	EWING IRRIGATION	9/19/2024	$ 3,244.95	0100	GROUNDS SUPPLIES
14202420	P.I.P.S.	9/23/2024	$ 85,633.83	0100	PROFESSIONAL SERVICES
14202421	VECTOR USA	9/23/2024	$ 8,097.23	0100	PROFESSIONAL SERVICES
14202422	SUNBELT RENTALS, INC.	9/23/2024	$ 1,946.96	0100	CONTRACTED SERVICES
14202423	MARK KIRCHER	9/23/2024	$ 58.62	0100	MILEAGE
14202424	TEACHER CREATED MATERIALS, INC	9/23/2024	$ 37.70	0100	INSTRUCTIONAL MATERIALS
14202425	CAPITOL ADVISORS GROUP, LLC	9/23/2024	$ 2,000.00	0100	PRFESSIONAL SERVICES
14202426	ANIXTER INC.	9/23/2024	$ 601.67	0100	MAINTENANCE SUPPLIES

Expenditure Report

9/1/24-9/30/24

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14202426	ANIXTER INC.	9/23/2024	$ 601.67	0100	MAINTENANCE SUPPLIES
14202427	MOBYMAX LLC	9/23/2024	$ 2,596.00	0100	LICENSING FEES
14202428	ACADEMIC SUPPLIER	9/23/2024	$ 376.10	0100	OFFICE SUPPLIES
14202429	FOUNDATION BUILDING MATERIALS LLC	9/23/2024	$ 2,171.82	0100	MAINTENANCE SUPPLIES
14202430	SUPERSONIC DETAILING INC	9/23/2024	$ 7,300.00	0100	CONTRACTED SERVICES
14202431	NATIONAL CITY TROPHY	9/23/2024	$ 206.63	0100	OFFICE SUPPLIES
14202432	PIONEER VALLEY BOOKS	9/23/2024	$ 1,801.58	0100	INSTRUCTIONAL MATERIALS
14202433	TWIG EDUCATION, INC.	9/23/2024	$ 10,000.00	0100	PROFESSIONAL SERVICES
14202434	OPTIMIZON	9/23/2024	$ 5,000.00	0100	CONTRACTED SERVICES
14202435	SECURITAS TECHNOLOGY CORPORATION	9/23/2024	$ 1,732.49	0100	CONTRACTED SERVICES
14202436	CYNTHIA M FRAZEE	9/23/2024	$ 1,050.00	0100	PRIFESSIONAL SERVICES
14202439	EPS OPERATIONS LLC	9/23/2024	$ 2,549.68	0100	INSTRUCTIONAL MATERIALS
14202442	CITY TREASURER	9/23/2024	$ 31,480.30	0100	UTILITIES
14202443	ELIZABETH ORIGINALES	9/23/2024	$ 31.09	0100	MILEAGE
14202444	ELIUD LAGARDA	9/23/2024	$ 1,000.00	0100	REIMBURSEMENT
14202445	SOUTH BAY FENCE, INC.	9/23/2024	$ 417.11	0100	MAINTENANCE SUPPLIES
14202446	REFRIGERATION SUPPLIES	9/23/2024	$ 564.00	0100	MAINTENANCE SUPPLIES
14202447	OFFICE DEPOT	9/23/2024	$ 8,790.71	0100	OFFICE SUPPLIES
14202448	RANCHO SAN DIEGO NURSERY INC	9/23/2024	$ 446.04	0100	GROUNDS SUPPLIES
14202449	A-Z BUS SALES, INC.	9/23/2024	$ 401.01	0100	CONTRACTED SERVICES
14202450	NAPA AUTO PARTS	9/23/2024	$ 131.44	0100	TRANSPORTATION SUPPLIES
14202451	IMPERIAL SPRINKLER SUPPLY	9/23/2024	$ 170.99	0100	GROUNDS SUPPLIES
14202452	SOUTHWEST SCHOOL & OFFICE	9/23/2024	$ 1,305.74	0100	INSTRUCTIONAL SUPPLIES
14202453	ALPHA SMOG STATION	9/23/2024	$ 70.00	0100	CONTRACTED SERVICES
14202454	MICHAEL BAKER INTERNATIONAL	9/23/2024	$ 3,288.50	0100	PROFESSIONAL SERVICES
14202455	TEAMTALK NETWORK	9/23/2024	$ 437.58	0100	CONTRACTED SERVICES
14202456	OPTIMUM FLOORCARE	9/23/2024	$ 476.48	0100	CUSTODIAL MATERIALS
14202457	RUSSELL SIGLER, INC	9/23/2024	$ 1,342.64	0100	MAINTENANCE SUPPLIES
14202458	BEST BEST & KRIEGER LLP	9/23/2024	$ 8,079.50	0100	LEGAL SERVICES
14202459	SWANK MOVIE LICENSING USA	9/23/2024	$ 7,894.00	0100	LICENSES
14202460	THE BATTERY PLACE	9/23/2024	$ 92.44	0100	GROUNDS SUPPLIES

Expenditure Report

9/1/24-9/30/24

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14202461	AMAZON CAPITAL SERVICES	9/23/2024	$ 8,118.93	0100	INSTRUCTIONAL MATERIALS
14203859	WEX BANK	9/26/2024	$ 4,765.61	0100	CONTRACTED SERVICES
14203860	THE STEPPING STONE GROUP	9/26/2024	$ 65,191.31	0100	PROFESSIONAL SERVICES
14203861	THE SPEECH PATHOLOGY GROUP, INC	9/26/2024	$ 71,696.23	0100	PROFESSIONAL SERVICES
14203862	CLUB XCITE	9/26/2024	$ 1,128.75	0100	PROFESSIONAL SERVICES
14203863	KYO AUTISM THERAPY, LLC	9/26/2024	$ 73,939.36	0100	PROFESSIONAL SERVICES
14203864	OPTUM FINANCIAL, INC	9/26/2024	$ 579.70	0100	PROFESSIONAL SERVICES
14203869	SAN DIEGO GAS & ELECTRIC	9/26/2024	$ 139,593.46	0100	UTILITIES
14203870	THE INSTITUTE FOR EFFECTIVE	9/26/2024	$ 55,541.55	0100	PROFESSIONAL SERVICES
14203871	OFFICE DEPOT	9/26/2024	$ 2,317.38	0100	OFFICE SUPPLIES
14203872	SAN YSIDRO SCHOOL DISTRICT	9/26/2024	$ 12,369.42	0100	PCARD REPLENISH
14203873	PEARSON	9/26/2024	$ 15,268.25	0100	INSTRUCTIONAL MATERIALS
14203874	THE BATTERY PLACE	9/26/2024	$ 239.25	0100	GROUNDS SUPPLIES
14205363	BMR HEALTH SERVICES, INC	9/30/2024	$ 63,360.00	0100	PROFESSIONAL SERVICES
14205364	WINET PATRICK GAYER CREIGHTON	9/30/2024	$ 4,469.25	0100	LEGAL SERVICES
14205365	THE STEPPING STONE GROUP	9/30/2024	$ 14,043.03	0100	PROFESSIONAL SERVICES
14205366	EDTHEORY LLC	9/30/2024	$ 10,947.00	0100	PROFESSIONAL SERVICES
14205367	THE SPEECH PATHOLOGY GROUP, INC	9/30/2024	$ 2,063.38	0100	PROFESSIONAL SERVICES
14205368	MYBINDING LLC	9/30/2024	$ 1,351.19	0100	PUBLICATIONS SUPPLIES
14205369	EINSTEIN BROS BAGELS	9/30/2024	$ 399.78	0100	REFRESHMENTS
14205370	TANYA KELLER	9/30/2024	$ 3,138.75	0100	PROFESSIONAL SERVICES
14205372	MICHAEL FERGUSON	9/30/2024	$ 12,600.00	0100	PROFESSIONAL SERVICES
14205373	ONNECT4KIDS PSYCHOLOGICAL SERVICES IN	9/30/2024	$ 500.00	0100	PROFESSIONAL SERVICES
14205374	SO-CAL RATTLESNAKE REMOVAL	9/30/2024	$ 1,750.00	0100	CONTRACTED SERVICES
14205375	NEXT DAY PRINTED TEES	9/30/2024	$ 110.93	0100	CONTRACTED SERVICES
14205376	ATKINSON, ANDELSON, LOYA, RUUD	9/30/2024	$ 14,202.18	0100	LEGAL FEES
14205377	CABE	9/30/2024	$ 1,705.00	0100	REGISTRATION FEES
14205378	WALMART	9/30/2024	$ 237.65	0100	INSTRUCTIONAL SUPPLIES
14205380	AMAZON CAPITAL SERVICES	9/30/2024	$ 7,749.52	0100	INSTRUCTIONAL MATERIALS
14205382	ALBERTO CARLOS HERRERA	9/30/2024	$ 644.88	0100	CONTRACTED SERVICES
14205383	PROCARE THERAPY	9/30/2024	$ 9,599.80	0100	PROFESSIONAL SERVICES

Expenditure Report

9/1/24-9/30/24

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14205384	FLYERS ENERGY	9/30/2024	$ 2,643.62	0100	TRANSPORTATION DIESEL
Total Fund 01			**$ 1,480,800.67**		
14194741	LAKESHORE	9/3/2024	$ 5,722.29	1200	INSTRUCTIONAL MATERIALS
14196813	WALMART	9/9/2024	$ 376.53	1200	REFRESHMENTS
14198238	LAKESHORE	9/12/2024	$ 14,583.70	1200	INSTRUCTIONAL MATERIALS
14201163	SAFEWAY INC. -VONS DIVISION	9/19/2024	$ 71.92	1200	REFRESHMENTS
14202447	OFFICE DEPOT	9/23/2024	$ 876.01	1200	OFFICE SUPPLIES
14202461	AMAZON CAPITAL SERVICES	9/23/2024	$ 3,614.14	1200	INSTRUCTIONAL MATERIALS
14203865	CLARITZA LIMON	9/26/2024	$ 39.66	1200	MILEAGE
14203866	STEPHANIE WOODEN	9/26/2024	$ 32.83	1200	MILEAGE
14205371	RLY CHILDHOOD ASSESSMENT PROFESSIONA	9/30/2024	$ 7,810.00	1200	PROFESSIONAL SERVICES
14205378	WALMART	9/30/2024	$ 220.64	1200	REFRESHMENTS
Total Fund 12			**$ 33,347.72**		
14194735	SYSCO SAN DIEGO INC.	9/3/2024	$ 8,833.55	1300	CAFETERIA FOODS
14195723	IMPERIAL DADE WEST COAST	9/5/2024	$ 10,864.11	1300	CAFETERIA FOODS
14195733	HOLLANDIA DAIRY INC.	9/5/2024	$ 36,575.93	1300	CAFETERIA FOODS
14195740	MEXAM ENTERPRISES, INC.	9/5/2024	$ 154.40	1300	CAFETERIA SUPPLIES
14195741	AMERICAN PRODUCE DISTRIBUTORS	9/5/2024	$ 4,045.30	1300	CAFETERIA FOODS
14195742	DOMINOS PIZZA	9/5/2024	$ 5,475.00	1300	CAFETERIA FOODS
14196802	SELECTA INTERNATIONAL	9/9/2024	$ 1,993.93	1300	CAFETERIA FOODS
14196803	GOLD STAR FOODS	9/9/2024	$ 142,787.86	1300	CAFETERIA FOODS
14196810	SAFEWAY INC. -VONS DIVISION	9/9/2024	$ 46.63	1300	CAFETERIA CATERINGS
14196813	WALMART	9/9/2024	$ 270.37	1300	CAFETERIA SUPPLIES
14198231	PANERA BREAD COMPANY	9/12/2024	$ 3,441.55	1300	CATERING REFRESHMENTS
14198245	ACE COOLERS INC	9/12/2024	$ 437.71	1300	CONTRACTED SERVICES
14201162	SYSCO SAN DIEGO INC.	9/19/2024	$ 220.67	1300	CAFETERIA FOODS
14202447	OFFICE DEPOT	9/23/2024	$ 627.66	1300	INSTRUCTIONAL SUPPLIES
14205362	TECH-24	9/30/2024	$ 787.40	1300	CONTRACTED SERVICES
14205378	WALMART	9/30/2024	$ 42.18	1300	CAFETERIA SUPPLIES
14205379	ACE COOLERS INC	9/30/2024	$ 1,073.25	1300	CONTRACTED SERVICES
Total Fund 13			**$ 217,677.50**		

Expenditure Report

9/1/24-9/30/24

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14196806	DAVY ARCHITECTURE INC	9/9/2024	$ 77,470.00	2133	CONTRACTED SERVICES
14202438	PLACEWORKS	9/23/2024	$ 11,315.84	2133	CONTRACTED SERVICES
14202440	VITAL INSPECTION SERVICES INC.	9/23/2024	$ 13,750.00	2133	PROFESSIONAL SERVICES
14202441	GAFCON PM-CM LLC	9/23/2024	$ 30,788.00	2133	CONTRACTED SERVICES
14203868	GAFCON PM-CM LLC	9/26/2024	$ 27,208.00	2133	CONTRACTED SERVICES
Total Fund 21			**$ 160,531.84**		
14195724	CALIFORNIA BACKFLOW & CHLORINATION	9/5/2024	$ 1,750.00	2518	PROFESSIONAL SERVICES
14202437	AMERICAN MODULAR SYSTEMS INC	9/23/2024	$ 5,600.00	2518	CONTRACTED SERVICES
14203867	GQ BUILDERS, INC.	9/26/2024	$ 492,860.00	2518	PROFESSIONAL SERVICES
Total Fund 25			**$ 500,210.00**		
Grand total			$ 2,392,567.73		

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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 $6,285.29 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 #

DONATIONS $6,285.29	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

BOARD MEETING: 11-07-24		Donation / Grant		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Alliance Healthcare Foundation	Pupil Services/ Special Education	N/A	$1,285.29	Various instructional supplies and complimentary conference registration.
Chef Ann Foundation Grant	Child Nutrition	$5,000.00	N/A	Capstone Project - provide meaningful support to new, innovative, scratch cooking-focused work in nutrition service program.
		$5,000.00	**$1,285.29**	
TOTAL:		**$6,285.29**		

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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. 24/25-0006, 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 2024-25 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? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

See attached
(Amount)

Various Funding Sources
(Name of funding source and/or location)

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

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

November 7, 2024

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	J&G Sons, Inc. dba Taquizas Los Chuchys	To provide catering services for school-related events on an "as needed" basis. (2024-25)	TBD	School Donation Accounts	Adrianzen
2	Taco Land	To provide catering services for school-related events on an "as needed" basis. (2024-25)	TBD	School Donation Accounts	Adrianzen
3	Brightly Software, Inc.	To renew the work order platform service for the IT Departments. (2024-25) / To extend the term of the MOTF work order platform 3 months. (2024-25)	$6,599.67	General & RRMA	Adrianzen/Lewis
4	Edupoint Education Systems	Amendment No. 4 - renew Synergy student educational platform cloud hosting and 3rd party connections.	$13,602.00	General	Bojorquez/Lewis
5	Intuit, Inc.	Provide the Education Enterprise Financial Literacy Platform for Vista Del Mar Middle School students (2024-25)	N/A	N/A	Bojorquez/Cevallos
6	Document Tracking Services	To provide web-based application to streamline and track documents and reports. (2024-25.)	$2,750.00	General	Bojorquez
7	Carlsbad Unified School District	Interdistrict Attendance Agreement for FY 2024-2029.	N/A	N/A	Bojorquez
8	San Diego County Superintendent of Schools (SDCOE)	To support the District's Dual Language Program. (2024-25)	$5,000.00	Title III	Bojorquez
9	Megan Stone, Inc.	To provide medical consultation services (2024-26)	$500.00	LEA Medi-Cal Billing	Bojorquez/Madera
10	Parent (Altamirano)	In Lieu of Transportation Agreement for mileage between NPS school and student's place of residence per current IRS rate per mile. (2024-25)	Up to $12,000	Special Education	Bojorquez/Madera
11	Department of Health Care Services	For the disclosure and use of DHCS Data. (2024-27)	N/A	N/A	Bojorquez/Madera
12	Nutrislice, Inc.	Amendment No. 1 - To provide the Child Nutrition Department a web-based menu software. (2024-25)	$4,070.40	CNS KIT	Iniguez
13	Leadership Associates	Amendment No. 1 - to include Human Resources Coaching. (2024-25)	$200/hr	General	Burciaga

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** November 7, 2024

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

FROM:
Information Management Services
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE BRIGHTLY SOFTWARE, INC. AGREEMENT

BACKGROUND INFORMATION:

On September 5, 2024, the Governing Board approved the implementation of the new Brightly Work Order Management System. Subscription Term: 12 months (10/01/2024 – 09/30/2025)

Amendment No. 1 is to extend the Maintenance Essential Pro access to fill the gap between the old and new Maintenance work order systems. In addition, the IT Department will be renewing their work order platform services. This website allows staff to create work order so that the technology team can review and schedule time to assist with technology issues or concerns. This includes:

Item	Start Date	End Date	Amount
Maintenance Essentials Pro	07-01-24	09-30-24	$2,042.52 (RRMA)
Technology Essentials Help Desk	07-01-24	06-30-25	$4,557.15 (General)
Connect Authenticate	07-01-24	06-30-25	$0.00
		TOTAL	**$6,599.67**

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the Brightly Software Agreement to renew the work order platform for the Information Management Services Department for 2024-25 at an annual cost of $6,599.67 from the Routine Restricted Maintenance Account and the General funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$6,599.67
(Amount)

Routine Restricted Maintenance Account and General Funds
(Name of funding source and/or location)

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

AMENDMENT NO. 1

PREPARED FOR

San Ysidro School District ("Customer")

PREPARED BY

Brightly Software Inc

11000 Regency Parkway, Suite 300

Cary, NC 27518

PUBLISHED ON

October 07, 2024

San Ysidro School District

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for San Ysidro School District:

Service Term: 12 months (07/01/2024 - 06/30/2025)

Cloud Services

Item	Start Date	End Date	Investment
MaintenanceEssentials Pro	7/1/2024	9/30/2024	$2,042.52
TechnologyEssentials Help Desk	7/1/2024	6/30/2025	$4,557.15
ConnectAuthenticate	7/1/2024	6/30/2025	$0.00
		Annual Renewal:	**$6,599.67 USD**

Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
B. Proposal expires in sixty (60) days.
C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.

D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.

E. Payment terms: Net 30
F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.

G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.

H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance,

fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.

L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

A. Billing frequency: Annual

B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) .

C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.

D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.

E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify

Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Additional information

A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
B. Billing frequency other than annual is subject to additional processing fees.
C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-408099 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
D. Brightly Software, Inc. can provide evidence of insurance upon request.

Signature

Presented to:

Q-408099

Accepted by: San Ysidro School District

Marilyn Adrianzen

Printed Name

Signed Name

Chief Business Official

Title

Date

Board approved/ratified:

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DEPARTMENT OF HEALTH CARE SERVICES

BACKGROUND INFORMATION:

Provider Participation Agreement: The purpose of this agreement is to permit qualified Local Educational Agencies (LEA) - Provider Type 55 to participate as providers (LEA Provider) of services under California's Medicaid program (Medi-Cal). The mutual objective of the California Department of Health Care Services (DHCS), California Department of Education (CDE), (DHCS and CDE collectively "the State"), and LEA is to improve access to needed services for children. This PPA sets out responsibilities relative to the LEA provider's participation in the LEA Medi-Cal Billing Option Program.

Agreement for Disclosure & Use of Medi-Cal Data: Department of Health Care Services (DHCS) and San Ysidro School District (parties) enter into this Agreement in order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

Term: December 1, 2024, to November 30, 2027 (3 years)

RECOMMENDATION:

Approve/Ratify the agreement with the Department of Health Care Services for the Disclosure and Use of DHCS Data.

LCAP GOAL AND ACTION/SERVICE:

N/A

☒ **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

DEPARTMENT OF HEALTH CARE SERVICES

TRI-PARTY AGREEMENT FOR DISCLOSURE AND USE OF DHCS DATA

1. This Agreement addresses the conditions under which the California Department of Health Care Services (DHCS) will disclose and the (check only one box):

   ☒ [LEA] San Ysidro Elementary School District and [Contractor] Paradigm Healthcare Services, LLC

   ☒ [LEA] San Ysidro Elementary School District as lead LEA of the consortium of LEAs identified in Attachment D and [Contractor] Paradigm Healthcare Services, LLC

   (User(s)) will obtain and use data match file(s) as set out in **Attachment A**. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 3 or the DHCS signatories to this Agreement shown in Section 22.

2. The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

   Oscar Madera
   (LEA Name of Custodian of Files)

   Director of Special Edcuation
   (LEA Title/Component)

   San Ysidro Elementary School District 1912113192
   (LEA Name) (LEA National Provider Identifier)

   4350 Otay Mesa Road, San Ysidro, CA 92173
   (LEA Address)

Roger Vang
(Contractor Name of Custodian of Files)

Director, Paradigm Technologies
(Contractor Title/Component)

Paradigm Healthcare Services, LLC
(Contractor Company/Organization)

1225 4th Street, #363, San Francisco, CA 94158
(Contractor Company Address)

3. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

California Department of Health Care Services
Local Governmental Financing Division, LEA BOP
Attn: Stephanie Magee
(916) 345-7885
LEA@dhcs.ca.gov

4. The parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: LEA BOP Data Match Fields
Attachment B: LEA BOP – SMAA Renewal Data Match Fields
Attachment C: Business Associate Agreement
Attachment D: Certificate of Destruction of Confidential Data
Attachment E Part I: Custodianship Amendment to Data Use Agreement
Attachment E Part II: Notification of Change to Custodian Information
Attachment E Part III: Additional Custodians of Files
(if applicable) Attachment F: List of LEA Consortium Members

5. LEA is contracting with Contractor, a vendor, to provide some or all of the services to LEA as described in paragraph 6, below. Users agree to enter into a Business Associate Agreement (BAA) with DHCS for purposes of receiving data under this Agreement. Users therefore agree to be bound by the terms of this Agreement as well as the underlying BAA (Attachment). Furthermore, Users agree if any discrepancy arises between this DUA and the underlying BAA, the terms of the BAA control.

6. The parties mutually agree, and in furnishing data match files hereunder, DHCS relies upon such agreement, that such data match file(s) will be used solely by Users for the following purposes:

A. Data match file(s) is released to San Ysidro Elementary School District [LEA] and to Paradigm Healthcare Services, LLC [Contractor] on behalf of San Ysidro Elementary School District [LEA] for the following purposes:

a. The data match file(s) is used to verify the Medi-Cal eligibility of students receiving services from [LEA] San Ysidro Elementary School District and for the processing by [LEA] San Ysidro Elementary School District and [Contractor]Paradigm Healthcare Services, LLC of claims for reimbursement for such services. The data listed in Attachment A is the minimum amount needed for this purpose.
b. The data match file(s) must be maintained by the LEAs as supporting documentation for an audit of the Cost and Reimbursement Comparison Schedule (CRCS) report. (Attachment A)

B. LEA and Contractor have a business relationship for the purpose of facilitating involvement in the LEA BOP. These services include billing for interim reimbursement and may include completing compliance documentation. (Attachment A or Attachment B)

C. To verify the Medi-Cal eligibility of students receiving services from LEA and for the processing by LEA of claims for reimbursement for such services through the LEA Medi-Cal Billing Option Program (LEA BOP). The data listed in Attachment A is the minimum amount needed for this purpose. (Attachment A or Attachment B)

D. To allow the LEA to know that an enrolled Medi-Cal beneficiary has requested to receive Medi-Cal information in an alternative format. (Attachment A or Attachment B)

E. Optional use(s) of data files when participating in both the LEA BOP and School-Based Medi-Cal Administrative Activities program. Check boxes for additional data uses.

☒ a. To allow the LEA, that is participating in LEA BOP and in the School-Based Medi-Cal Administrative Activities (SMAA) program to know which students have disenrolled from Medi-Cal for the purpose of conducting Medi-Cal outreach and facilitating the Medi-Cal application as outlined in the SMAA Manual. (Attachment A)

☒ b. Data file(s) will be used solely by Users to allow the LEA, participating in the LEA Medi-Cal Billing Option Program (LEA BOP) and the School-Based Medi-Cal Administrative Activities (SMAA) program to determine the students whose Medi-Cal renewal date has expired or will soon expire to conduct Medi-Cal outreach and facilitate the completion of the Medi-Cal application as outlined in the SMAA Manual. (Attachment B)

7. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

   a. Breach shall have the meaning given to such term under HIPAA and the California Information Practices Act.
   b. As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
   c. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI or of other confidential data that is essential to the ongoing operation of User(s)' organization and intended for internal use; or interference with system operations in an information system.
   d. Unsecured PHI shall have the meaning given to such term under HIPAA.
   e. DHCS data means all data provided by DHCS pursuant to this Agreement as well as all data derived from such data, inclusive of de-identified data.

8. User(s) represent and warrant that, except as DHCS authorizes in writing, User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. User(s) agrees that, within User(s)' organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose(s) stated in this Agreement and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than as is permitted by this Agreement or as otherwise required by law. User(s) shall not use the information to identify or contact any individuals, other than as described within this Agreement.

9. User(s) shall not destroy the data file any sooner than three years after the date of submission of the original or amended CRCS report by the User(s), whichever is later. Notwithstanding the aforementioned, User(s) shall not destroy the data match file until audit findings have been fully resolved. User(s) agree to submit the signed Certificate of Destruction of Confidential Data (Attachment D) to DHCS within 30 days after completion of the audit process. User(s) shall destroy all electronic data match files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. User(s) shall certify the destruction of the file(s) in writing and send a copy of this certification to the DHCS point-of-contact listed in Section 3 within 30 days of the destruction. User(s) agree that no DHCS data, including but not limited to parts or copies thereof as well as files derived from DHCS data (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS point-of-contact listed in Section 3.

10. Termination.

a. This Agreement shall terminate on November 30, 2027, or upon the termination of a contractual relationship between Users, whichever occurs first. If the contractual relationship between Users terminates, LEA shall immediately notify DHCS and DHCS will immediately suspend the sending of DHCS data to the Contractor. Upon termination of this Agreement, all data provided by DHCS must be destroyed by Users as set forth in Section 9, above, and a certificate of destruction sent to the DHCS point-of-contact specified in Section 3, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.

b. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all DHCS data in accordance with Section 9, above.

c. The provisions of this Agreement governing the privacy and security of the DHCS data shall remain in effect until all DHCS data is destroyed or returned to DHCS.

11. Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

12. User(s) agree that additional data elements may not be added to Attachment A or Attachment B nor transferred from DHCS to User(s) without approval by, as applicable, DHCS's Data and Research Committee and the Committee for the Protection of Human Subjects.

13. This Agreement shall be binding on any and all successor(s)-in-interest of the Parties.

14. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.

15. The Custodian(s), as named in Section 2, hereby acknowledges their appointment as Custodian(s) of the aforesaid file(s) on behalf of User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of User(s).

Oscar Madera

(LEA Name of Custodian of File(s) - Typed or Printed)

Director of Special Edcuation

(LEA Title/Component)

(LEA Signature) (Date)

Roger Vang
(Contractor Name of Custodian of File(s) - Typed or Printed)

Director, Paradigm Technologies
(Contractor Title/Component)

Roger Vang 9/12/2024
(Contractor Signature) (Date)

16. On behalf of User(s), the undersigned individuals hereby attests that they are authorized to enter into this Agreement and agree to all the terms specified herein.

Marilyn Adrianzen
(LEA Name - Typed or Printed)

Chief Business Official
(LEA Title/Component)

San Ysidro Elementary School District
(LEA Name)

4350 Otay Mesa Road, San Ysidro, CA 92173
(LEA Address)

San Ysidro, CA 92154
(LEA City/State/ZIP Code)

(619) 428-4476/marilyn.adrianzen@sysdschools.org
(LEA Phone Number and E-Mail Address)

(LEA Signature) (Date)

Roger Vang
(Contractor Name - Typed or Printed)

Director, Paradigm Technologies
(Contractor Title/Component)

Paradigm Healthcare Services, LLC

(Company/Organization)

1225 4th Street, #363
(Contractor Address)

San Franisco, CA 94158
(Contractor City/State/ZIP Code)

(415) 616-0920 support@paradigm-healthcare.com
(Contractor Phone Number and E-Mail Address)

Roger Vang 9/12/2024
(Contractor Signature) (Date)

17. On behalf of DHCS the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

(Name of DHCS Representative - Typed or Printed)

(Title/Component)

(Signature) (Date)

Data Use Agreement
Attachment A

Local Educational Agency Medi-Cal Billing Option (LEA BOP)

Fields for Data Match Files

The following table illustrates the LEA data match file(s) output for the LEA BOP Data Match and LEA BOP – SMAA Disenrollment Data Match.

Please note that the first 105 characters are the data fields the LEA provides as input. Output fields include the returned input fields (positions 1-105) and output positions 106-304.

LEA BOP DATA MATCH and LEA BOP-SMAA DISENROLLMENT DATA MATCH		
FIELD	**SIZE**	**POSITION**
Social Security Number	9	1-9
Last Name	20	10-29
First Name	15	30-44
Middle Initial	1	45
Date of Birth (CCYYMMDD)	8	46-53
Sex	1	54
Provider Id	9	55-63
School Name	20	64-83
User data	20	84-103
County Code	2	104-105
Beneficiary Identification Card Number	14	106-119
Beneficiary Identification Card Issue Date (CCYYMMDD)	8	120-127
Filler	6	128-133
Match Indicator	1	134
Record Eligibility Indicator	1	135
Filler	1	136
Current Month Data	9	137-145
Eligibility Indicator	1	137
Share of Cost Amount	5	138-142
Cert Day	2	143-144

Data Use Agreement
Attachment A

LEA BOP DATA MATCH and LEA BOP-SMAA DISENROLLMENT DATA MATCH		
FIELD	**SIZE**	**POSITION**
OHC Indicator	1	145
History Data – January	9	146-154
Eligibility Indicator	1	146
Share of Cost Amount	5	147-151
Cert Day	2	152-153
OHC Indicator	1	154
History Data - February	9	155-163
Eligibility Indicator	1	155
Share of Cost Amount	5	156-160
Cert Day	2	161-162
OHC Indicator	1	163
History Data - March	9	164-172
Eligibility Indicator	1	164
Share of Cost Amount	5	165-169
Cert Day	2	170-171
OHC Indicator	1	172
History Data - April	9	173-181
Eligibility Indicator	1	173
Share of Cost Amount	5	174-178
Cert Day	2	179-180
OHC Indicator	1	181
History Data - May	9	182-190
Eligibility Indicator	1	182
Share of Cost Amount	5	183-187
Cert Day	2	188-189
OHC Indicator	1	190
History Data - June	9	191-199
Eligibility Indicator	1	191
Share of Cost Amount	5	192-196
Cert Day	2	197-198
OHC Indicator	1	199
History Data - July	9	200-208
Eligibility Indicator	1	200

Data Use Agreement
Attachment A

LEA BOP DATA MATCH and LEA BOP-SMAA DISENROLLMENT DATA MATCH		
FIELD	**SIZE**	**POSITION**
Share of Cost Amount	5	201-205
Cert Day	2	206-207
OHC Indicator	1	208
History Data - August	9	209-217
Eligibility Indicator	1	209
Share of Cost Amount	5	210-214
Cert Day	2	215-216
OHC Indicator	1	217
History Data - September	9	218-226
Eligibility Indicator	1	218
Share of Cost Amount	5	219-223
Cert Day	2	224-225
OHC Indicator	1	226
History Data - October	9	227-235
Eligibility Indicator	1	227
Share of Cost Amount	5	228-232
Cert Day	2	233-234
OHC Indicator	1	235
History Data - November	9	236-244
Eligibility Indicator	1	236
Share of Cost Amount	5	237-241
Cert Day	2	242-243
OHC Indicator	1	244
History Data – December	9	245-253
Eligibility Indicator	1	245
Share of Cost Amount	5	246-250
Cert Day	2	251-252
OHC Indicator	1	253
Meds Current Date (CCYYMMDD)	8	254-261
FFP Qualified	1	262-262
Alternative Format	41	263-303
Filler	1	304-304

Data Use Agreement
Attachment B

Local Educational Agency Medi-Cal Billing Option (LEA BOP)

Fields for Data Match Files

The following table illustrates the LEA data match file(s) output for the LEA BOP – SMAA RENEWAL DATA MATCH.

Please note that the first 105 characters are the data fields the LEA provides as input. Output fields include the returned input fields (positions 1-105) and output positions 106-304.

LEA BOP-SMAA RENEWAL DATA MATCH		
FIELD	**SIZE**	**POSITION**
Social Security Number	9	1-9
Last Name	20	10-29
First Name	15	30-44
Middle Initial	1	45
Date of Birth (CCYYMMDD)	8	46-53
Sex	1	54
Provider Id	9	55-63
School Name	20	64-83
User data	20	84-103
County Code	2	104-105
Beneficiary Identification Card Number	14	106-119
Renewal Date (MMM-YY)	8	120-127
Filler	6	128-133
Match Indicator	1	134
Record Eligibility Indicator	1	135
Filler	1	136
Current Month Data	9	137-145
Eligibility Indicator	1	137
Share of Cost Amount	5	138-142
Cert Day	2	143-144
OHC Indicator	1	145
History Data – January	9	146-154
Eligibility Indicator	1	146

Data Use Agreement
Attachment B

LEA BOP-SMAA RENEWAL DATA MATCH		
FIELD	**SIZE**	**POSITION**
Share of Cost Amount	5	147-151
Cert Day	2	152-153
OHC Indicator	1	154
History Data - February	9	155-163
Eligibility Indicator	1	155
Share of Cost Amount	5	156-160
Cert Day	2	161-162
OHC Indicator	1	163
History Data - March	9	164-172
Eligibility Indicator	1	164
Share of Cost Amount	5	165-169
Cert Day	2	170-171
OHC Indicator	1	172
History Data - April	9	173-181
Eligibility Indicator	1	173
Share of Cost Amount	5	174-178
Cert Day	2	179-180
OHC Indicator	1	181
History Data - May	9	182-190
Eligibility Indicator	1	182
Share of Cost Amount	5	183-187
Cert Day	2	188-189
OHC Indicator	1	190
History Data - June	9	191-199
Eligibility Indicator	1	191
Share of Cost Amount	5	192-196
Cert Day	2	197-198
OHC Indicator	1	199
History Data - July	9	200-208
Eligibility Indicator	1	200
Share of Cost Amount	5	201-205
Cert Day	2	206-207
OHC Indicator	1	208
History Data - August	9	209-217
Eligibility Indicator	1	209

Data Use Agreement
Attachment B

LEA BOP-SMAA RENEWAL DATA MATCH		
FIELD	**SIZE**	**POSITION**
Share of Cost Amount	5	210-214
Cert Day	2	215-216
OHC Indicator	1	217
History Data - September	9	218-226
Eligibility Indicator	1	218
Share of Cost Amount	5	219-223
Cert Day	2	224-225
OHC Indicator	1	226
History Data - October	9	227-235
Eligibility Indicator	1	227
Share of Cost Amount	5	228-232
Cert Day	2	233-234
OHC Indicator	1	235
History Data - November	9	236-244
Eligibility Indicator	1	236
Share of Cost Amount	5	237-241
Cert Day	2	242-243
OHC Indicator	1	244
History Data – December	9	245-253
Eligibility Indicator	1	245
Share of Cost Amount	5	246-250
Cert Day	2	251-252
OHC Indicator	1	253
Meds Current Date (CCYYMMDD)	8	254-261
FFP Qualified	1	262-262
Alternative Format	41	263-303
Filler	1	304-304

ATTACHMENT C
Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information 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. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 **Investigation.** Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. Amendment.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

ATTACHMENT D

DEPARTMENT OF HEALTH CARE SERVICES

CERTIFICATE OF DESTRUCTION OF CONFIDENTIAL DATA

I,_____(Name of Custodian), hereby certify the following to be true and correct:

I. I am employed/contracted by_____(Name of User) as a(n)_____(occupation/description).

II. Pursuant to the attached Data Use Agreement ("DUA") between the DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and_____(Name of User), I received and acted as custodian of the data described in Attachment A of the DUA.

III. The purpose for receiving the data described below has been met. In compliance with Sections 6 and 9 of the DUA, all data described in Attachment A or Attachment B, as indicated below, received prior to [DATE]_____ has been destroyed by _____ _____ (method of destruction) on_____(date of destruction).

☐ Attachment A

☐ Attachment B

_____
Signature of Custodian

_____
Date

User Initial: _____

ATTACHMENT E – PART I

DEPARTMENT OF HEALTH CARE SERVICES

CUSTODIANSHIP AMENDMENT TO DATA USE AGREEMENT

In order to secure data and documents that reside in the California Department of Health Care Services ("DHCS") Medi-Cal system of records and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and_____(User), entered into a Data Use Agreement (DUA). This DUA is hereby amended as set out below; all other terms and conditions of the DUA remain the same.

Section 2 is amended to reflect the following change in custodianship:

The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in the Data Use Agreement to prevent unauthorized use or disclosure. The Custodian, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agrees in a representative capacity to comply with all of the provisions of the Data Use Agreement on behalf of the User(s). The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship.

_____

(**Name of Custodian of Files** – Typed or Printed)

_____

(Title/Component)

_____

(Company/Organization)

_____

(Address)

_____

(City/State/ZIP Code)

_____

(Phone Number) (E-Mail Address)

_____

(Signature) (Date)

On behalf of (User), the undersigned individual hereby attests that he or she is authorized to enter into this Amendment to the Data Use Agreement and agrees to all the terms specified herein.

_____
(**Name of User Representative** - Typed or Printed)

_____
(Title/Component)

_____
(Company/Organization) (User NPI Number)

_____
(Address)

_____
(City/State/ZIP Code)

_____
(Phone Number) (E-Mail Address)

_____
(Signature) (Date)

On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Amendment to the Data Use Agreement and agrees to all the terms specified herein.

_____
(**Name of DHCS Representative** - Typed or Printed)

_____
(Title/Component)

_____
(Signature) (Date)

ATTACHMENT E – PART II

DEPARTMENT OF HEALTH CARE SERVICES

NOTIFICATION OF CHANGE TO CUSTODIAN INFORMATION

In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal system of records, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS entered into a Data Use Agreement (DUA) with the following User:

User Name: _____

User NPI: _____

This form shall be used to notify DHCS when the named custodial entity changes contact information and/or when the name of the person acting as custodian for a custodial entity has changed.

The custodian information in Section 2 of the DUA has changed. The updated section is as follows:

Name of Custodian of Files: _____

Title/Component: _____

Company/Organization: _____

Address: _____

Phone Number: _____

Email Address: _____

Signature: _____

Date: _____

ATTACHMENT E – PART III

DEPARTMENT OF HEALTH CARE SERVICES

ADDITIONAL CUSTODIANS OF THE FILES

In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal system of records and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and [LEA]_____ and [Contractor]_____ (Users), entered into a Data Use Agreement. This Attachment to the Data Use Agreement identifies **additional Custodians of the Files**. All other terms and conditions of the Data Use Agreement remain the same.

The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in the Data Use Agreement to prevent unauthorized use or disclosure. The Custodians, hereby acknowledges their appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agree in a representative capacity to comply with all of the provisions of the Data Use Agreement on behalf of the User(s). The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship.

_____

(**Name of Custodian of Files** – Typed or Printed)

_____

(LEA Title/Component)

_____

(LEA Name) (National Provider Identifier)

_____

(LEA Address)

_____

(City/State/ZIP Code)

_____

(Phone Number) (E-Mail Address)

_____

(Signature) (Date)

(**Name of Custodian of Files** – Typed or Printed)

(Title/Component)

(Company/Organization)

(Address)

(City/State/ZIP Code)

(Phone Number) (E-Mail Address)

(Signature) (Date)

(**Name of Custodian of Files** – Typed or Printed)

(Title/Component)

(Company/Organization)

(Address)

(City/State/ZIP Code)

(Phone Number) (E-Mail Address)

(Signature) (Date)

ATTACHMENT F

LIST OF LEA CONSORTIUM MEMBERS

Local Educational Agency (LEA) Consortium Member List

For each Consortium Member LEA listed below, please provide a copy of a letter from the Member LEA on the Member LEA's letterhead stating the following:

1. The Lead LEA is the Member LEA's agent;
2. The Lead LEA is authorized to handle all matters concerning LEA BOP with DHCS on behalf of the Member LEA;
3. If the Member LEA is a HIPAA covered entity, a HIPAA business associate agreement is in place with the Lead LEA;
4. All personally identifiable data will be protected by the Family Educational Rights and Privacy Act (FERPA) and/or, if applicable, HIPAA; and,
5. The Lead LEA's authority is valid until November 30, 2027, or until the letter is replaced or revoked in writing by the Member LEA.

LEA Name	National Provider Identifier (if they have one)	LEA Address
Lead LEA:		

LEA Name	National Provider Identifier (if they have one)	LEA Address

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Educational Services,
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DOCUMENT TRACKING SERVICES

BACKGROUND INFORMATION:

Document Tracking Services (DTS) provides small businesses, public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents. The idea behind our effective web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources. This web-based application eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents and/or reports.

Educational Services needs to have the license agreement with Document Tracking Services (DTS) renewed for the 2024-25 school year. The maximum number of documents per school district is limited to five (5) and our District will continue to use it for the following:

1. 2024 Local Control and Accountability Plan (CDE Template)
2. Other to be identified as needed.

The term of the agreement is for one (1) year from the effective date of November 15, 2024.

RECOMMENDATION:

Approve the license agreement with Document Tracking Services (DST) to provide web-based application to streamline and track documents and reports, at the total cost of $2,750.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.4

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$2,750.00
(Amount)

General Fund
(Name of funding source and/or location)

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

LICENSE AGREEMENT

This Agreement effective **November 15, 2024**, is made and entered into by **San Ysidro Elementary School District** ("Licensee") and Document Tracking Services ("DTS") as Licensor, each a "Party" and collectively the "Parties".

1. **Scope of Agreement**
   - 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
   - 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.
2. **License and Right to Use.** DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
   - 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
   - 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
3. **Internet Areas**. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.
4. **Term of License**. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.
5. **Personnel**. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
6. **Content**. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.
7. **Security of Data**. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.
   - 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
8. **Management of Database**. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

9. Customer Service. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

10. Fees.

10.1 Licensee shall pay a fee of **$2,750.**

10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **$0**.

10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

10.4 DTS will charge a one-time setup fee of $200 per standard document up to a maximum of $850 for customized documents.

11. Warranty.

11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.

12. Liability.

12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.

12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.

12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

13. Choice of Law and Venue. This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

14. Severability. If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

15. Definitions.

15.1 Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

16. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: September 17, 2024

Licensee: San Ysidro Elementary School District

By: _____
Marilyn Adrianzen, CBO

Date: _____

Board approved:

Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2024 School Accountability Report Card (CDE Template)
2. 2024 School Plan for Student Achievement (CDE Template)
3. 2024 Comprehensive School Safety Plan (Custom Template)
4. 2024 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Educational & Pupil Services
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 4 TO THE EDUPOINT EDUCATION SYSTEMS AGREEMENT FOR SYNERGY ADDITIONAL SERVICES

BACKGROUND INFORMATION:
The District purchased the Synergy student information system (SIS) over 10 years ago to host student demographics, attendance, grades, and other information. Synergy is running on an older server operating system which needs to be upgraded as it is no longer supported. Edupoint is now hosting our student data base.

Amendment No. 4 is a Software Subscription License to renew the Synergy 1-year Premium Cloud Hosting and 3rd Party Connections product and services. Term: June 16, 2024 to June 15, 2025.

RECOMMENDATION:
Approve/Ratify Amendment No. 4 to the Edupoint Agreement to renew the Synergy Student Educational Platform cloud hosting and 3rd party connections for 2024-25 at a total cost of $13,602.00 to be paid from the General fund.

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 #

$13,602.00
(Amount)

General Fund
(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: November 7, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: IN LIEU OF TRANSPORTATION AGREEMENT

BACKGROUND INFORMATION:
This agreement is entered between the San Ysidro School District and a parent. The San Ysidro School District shall reimburse the parent for transporting the student to and from Non-Public School at the current IRS rate per mile of actual transportation, payable monthly upon presentation and verification of a daily mileage report.

Parent shall, at their own expense, carry adequate automobile liability insurance for the duration of this Agreement to fully protect the parent and district from any and all claims for damage to property or for personal injury, including death, which may arise while the parent is performing services under the Agreement. Parent agrees to indemnify and to hold free and harmless the district, its officers, agents, and employees from all liability or loss, and against all claims or actions based upon or arising out of injury to or death of all persons, or damage to or loss of property, caused by acts of the Parent in connection to this Agreement.

Term: October 14, 2024 to June 30, 2025

RECOMMENDATION:
Approve/Ratify the In Lieu of Transportation agreement between San Ysidro School District and parent (Altamirano) to transport student between NPS school and the student's residence. Cost implications will be paid at the current IRS mileage rate from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Not Applicable

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

Financial Implications?
☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?
☒ Yes ☐ No

Requisition #

UP TO
$12,000.00
(Amount)

Special Education
(Name of funding source and/or location)

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

"IN LIEU OF TRANSPORTATION" AGREEMENT

This Agreement is entered between the San Ysidro School District, hereafter referred to as "District" and **Altamirano** "Parent(s)". The term of the agreement is from **October 14, 2024 to June 30, 2025**.

WHEREAS, the term "Parent(s)" may include the mother, father, adoptive parent, foster parent, legal guardian, representative of the child and who is authorized to make decisions for the child.

WHEREAS, Students who are enrolled in Non-Public School (NPS) may require transportation. In some cases, Parent(s) agree to transport their student(s) to and from a NPS site and the student's place of residence as indicated in the student's Individual Educational Plan (IEP).

WHEREAS, the District agrees to reimburse the daily mileage to and from the student's place of residence and the school site **_70 miles/day**. Reimbursements will be paid on monthly basis upon receipt and verification of a daily mileage report with required information. The mileage reimbursement rate is based on the current IRS rate. This information is to be submitted to the Special Education Office on a timely manner.

WHEREAS, Parent(s) shall, at their expense, procure and maintain for the duration of this agreement automobile insurance (up to the limits required by law) 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 Parent(s), its agents and/or representatives. Such insurance shall survive after this agreement as permitted by law. Parent(s) may be required to provide proof of this insurance at any time during this Agreement.

WHEREAS, Parent(s) 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. Parent(s) shall be liable for all violations of such laws and regulations in connection with this Agreement.

WHEREAS, Parent(s) 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 and/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 Parent(s), Parent(s) agents and/or representatives under this Agreement. 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 Parent(s).

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into this agreement on behalf of which his or her signature is made.

This agreement is entered into this **November 8, 2024**:

FOR THE PARENT:	FOR THE DISTRICT:
Signature of Authorized Agent	Signature
Print Full Name	Marilyn Adrianzen, CBO Print Name, Title
Date:	Date
Phone Number	Board Approved/Ratified:

District Use Only

Required Documents (Attach): ☒ Proof of Car Insurance (current) ☒ Valid Driver's License(s)

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Manuel Bojorquez
Assistant Superintendent of
Educational Leadership, Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENT WITH CARLSBAD UNIFIED SCHOOL DISTRICT

BACKGROUND INFORMATION:
Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval. Agreements could be valid for a minimum of 1 year up to a maximum of 5 years. If there is sufficient room in the District's school and program of desired attendance, requests will be considered provided the reasons are justifiable and in accordance with the District's Governing Board Policy. Students will have to re-apply for the interdistrict transfer on a yearly basis.

The Interdistrict Attendance Agreement with the Carlsbad Unified School District will be valid for up to 5 years (2024-2029) and include the following conditions:

- Permits may be authorized for a limited term to allow attendance through the end of a school year's grading period.
- District of attendance may require reapplication for admission on an annual basis.
- Once admitted, the location of the school site is at the discretion of the receiving school district.

RECOMMENDATION:
Approve the Interdistrict Attendance Agreement with Carlsbad Unified School District for school years 2024-2029.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1: Student Achievement and Goal 2: School Culture, Climate, and Student Well-Being

☒ **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

INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this **April, 2024** by and between the **Carlsbad Unified School District** of San Diego County and the **San Ysidro School District** of San Diego County is effective only for the school year(s) **2024 through 2029 (up to** 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.

2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in at- tendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.

3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):

   ✔ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.

   ☐ **Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.

   ☐ **Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.

4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict of student interdistrict contract are as follows:

   ✔ Discipline ✔ Attendance ✔ Academics

   As per district policy or regulations the terms of revocation contract are as follows:

   ✔ Discipline ✔ Attendance ✔ Academics

2. Additional conditions (optional) Both districts must agree

✔ Partial agreements to the end of the year
   ✔ Locations of the school site, once admitted, is at the discretion of the receiving district.
   ✔ Other, specify Conditions set forth in Board Policy and/or Administrative Regulations and Procedures

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. Assistant Superintendent, Instructional Services
2. San Diego County Office of Education
3. _____

The application deadline of January 1 has been waived ✔ Yes ☐ No

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. COORDINATOR OF PUPIL SERVICES
2. _____
3. ASSISTANT SUPERINTENDENT

The application deadline of January 1 has been waived ✔ Yes ☐ No

SIGNATURES

Signature _____

Title Assistant Superintendent, Instructional Services

Approved by the Governing Board on:

Date April 17, 2024

Signature _____

Title CHIEF BUSINESS OFICIAL

Approved by the Governing Board on:

Date _____

District schools/programs known to be impacted at the time of this agreement:

All programs are impacted. Only new IDTs from "Regular Status" district employees will be considered at this time. Continuing IDTs will be considered based upon Board Policy. In compliance with AB2444, IDT applications will continue to be accepted during the open enrollment period.

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign on their behalf.

Carlsbad Unified School District

San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH INTUIT, INC.

BACKGROUND INFORMATION:
Intuit for Education is a free financial literacy platform for students. It offers a flexible and interactive curriculum with real-world tools to get students excited about finances and empower them to become the most financially savvy generation, backed by Intuit's 40-year history of helping people achieve financial confidence. Intuit for Education has resources such as teaching toolkits, live training webinars, guided how-to videos, and much more to empower educators to teach financial literacy confidently.

The Principal at Vista Del Mar Middle School is requesting access to the Intuit for Education platform for the 2024-2025 School Year.

RECOMMENDATION:
Approve the agreement with Intuit, Inc. to provide the Education Enterprise Financial Literacy Platform for Vista Del Mar Middle School students at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Activity 1.1.3A
Supplemental materials to provide support to all students, in all subject areas.

☐ **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

INTUIT FOR EDUCATION PLATFORM

ENTERPRISE SERVICES AGREEMENT

Cover Page

This Intuit for Education Enterprise Services Agreement ("**Agreement**") is made as of the **18th** day of **October, 2024** 2023 (the "**Effective Date**") by and between Intuit Inc. ("**Intuit**"), a Delaware corporation with its principal place of business located at 2700 Coast Ave., Mountain View, CA 94043, and the entity identified below ("**Customer**"), each referred to as "**Party**" and collectively the "**Parties**."

This Agreement consists of this cover page (the "**Cover Page**"), the attached Standard Terms and Conditions ("**Standard Terms and Conditions**") and any applicable Supplemental Terms (collectively, the "**Terms and Conditions**"). Capitalized terms used, but not defined, in this Cover shall have the meaning ascribed to them in the Standard Terms and Conditions, or any applicable Supplemental Terms.

By signing below, each Party agrees to be bound by this Agreement as of the Effective Date:

By Intuit:

By (Authorized Signature):	
Date:	
Print Name:	
Title:	

By Customer:

Customer Name:	San Ysidro School District
By (Authorized Signature):	
Date:	
Print Name:	Marilyn Adrianzen
Title:	Chief Business Official
Street Address:	4350 Otay Mesa Road
City, State and Zip Code:	San Ysidro, CA 92173
Postal Code and Country (if applicable):	U.S.A.
Phone:	(619) 428-4476

SYSD Contact:
Irene Herrera-Cevallos, School Principal
Vista Del Mar Middle School
(619) 428-4476 x3999
irene.herrera-cevallos@sysdschools.org

Standard Terms and Conditions

1. DEFINITIONS

1.1 "**Access Protocols**" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer and Users to access the Platform Portal.

1.2 "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "**Control**" means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

1.3 "**Aggregated Data**" means any User-Generated Content, Personal Data, or Usage and Performance Data that has been combined with other customer, user-generated, and/or usage and performance data such that the remaining information does not permit the identification of Customer, any User, or any other individual.

1.4 "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes the Customer Content and Personal Data. Intuit's Confidential Information includes the non-public portions of the Services, the Service Provider Content, the Usage and Performance Data, Intuit's trade secrets, know-how and any other Intuit Property used or developed in connection with any Services. Confidential Information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information does not include Aggregated Data, De-Identified Data, or any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a Third Party without knowledge of any breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

1.5 "**Content**" means all information, files, text, images, data, output, and other materials of any kind, including, unless otherwise indicated, Personal Data.

1.6 "**Customer**" means the entity identified on the Cover Page.

1.7 "**Customer Content**" means all Content supplied or made available to Intuit by Customer, whether on its own or via a Third Party, at Customer's direction, for use in connection with the Platform or other Services, including all User-Generated Content uploaded into the Platform by Users and Personal Data.

1.8 "**De-Identified Data**" means any data, including User-Generated Content, that has had all direct and indirect personal identifiers removed and cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual. This includes the removal of any names, identification numbers, dates of birth, addresses, email addresses, and telephone numbers. De-Identified Data does not include any data in a party's possession or control that alone or in combination with other data in a party's possession or control would reasonably allow a person or entity to identify a User or any other individual with reasonable certainty.

1.9 "**Documentation**" means any technical materials describing the features, functionality, use and/or operation of the Services, including all usage guides and policies applicable thereto, that Intuit makes publicly available or that Intuit otherwise makes available upon written request, all as may be updated from time to time.

1.10 "**End User Terms**" means Intuit's standard terms and conditions governing individual User's access to and use of the Platform that each User must agree to prior to accessing or using the Platform.

1.11 "**Public User**" means any individual user of the Platform (a) who registers for an account independent of any relationship between the individual and Customer, or (b) who registered for an account as a result of a relationship between the individual and Customer (e.g., was at one time a User), but who is no longer served or enrolled by Customer and has affirmatively elected to continue using the Platform pursuant to Intuit's End User Terms and Privacy Statement.

1.12 "**Intuit Content**" means all Content made available by Intuit to Customer, the Users and/or Third Parties through or in connection with the Services, including any Content licensed directly by Intuit from Third Parties

(which, for the avoidance of doubt shall not include any Customer Content obtained and uploaded into the Platform or used with the Services by or on behalf of Intuit at the express direction of Customer, even if such Customer Content is obtained from a Third Party).

1.13 "**Intuit for Education Platform"** means, collectively, any web-based platform, application, including any mobile application, inclusive of all of Intuit's proprietary software, technology, databases, and application programming interfaces (APIs) used to operate the Intuit for Education Platform located at http://education.intuit.com (or any successor site) and deliver free financial literacy tools for education as part of the Services.

1.14 "**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.15 "**Marks**" means a Party's trademarks, service marks and associated logos that such Party may provide to the other Party from time to time for use in connection with this Agreement.

1.16 "**Personal Data**'' means information about a specific individual that is (a) provided, submitted, or otherwise made available to Intuit by or on behalf of Customer or any User in connection with any of the Services, and (b) constitutes "personal data", "personal information", "personally identifiable information" or similar term under applicable law. Personal Data does not include any such data to the extent provided, submitted, or otherwise made available to Intuit by or on behalf of an individual when the individual is a Public User or acting as a representative of Customer.

1.17 "**Services**" means the hosting and provisioning of the Platform, as well as the general set-up, configuration, technical support and basic training (provided online) in respect thereof.

1.18 "**Supplemental Terms**" means any additional terms that either are listed or referenced in this Agreement or are presented to Customer prior to access or use of certain features of the Services by Customer or Users. Supplemental Terms supplement these Standard Terms and Conditions, but only with a respect to the service features they reference and are incorporated into this Agreement by this reference (except to the extent there is a conflict between them and this Agreement, in which case the Supplemental Terms govern only with respect to the service features to which they apply).

1.19 "**Third Party**" means a party other than Intuit, Customer, or any User, and includes any Public User.

1.20 "**Usage and Performance Data**" means any analytics or similar usage data collected, generated or processed by Intuit in connection with Customers and the Users' access to and use of the Platform (including technical performance data automatically generated by the Platform). For purposes of this Agreement, Usage and Performance Data does not contain and does not constitute Personal Data.

1.21 "**User**" means any individual, including any employee or contractor of Customer (e.g., [any educator engaged directly by Customer to provide Customer's personal and finance programming]), or a student served or enrolled by Customer, who has been authorized by Customer to access and use the Platform and who has agreed to the End User Terms prior to access and use of the Platform. User does not include any Public User.

1.22 "**User-Generated Content**" means all Content supplied or made available by any User in connection with use of the Services, including all Content uploaded into the Platform by the Users.

Other capitalized terms used in these Standard Terms and Conditions, and not otherwise defined herein, have the meanings ascribed to them elsewhere in this Agreement.

2. PLATFORM AND SERVICES

2.1 **Platform**. Subject to Customer's ongoing compliance with the terms of this Agreement, Intuit grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term (as defined herein), to access and use, solely for Customer's internal education purposes], and to allow Users to access and use, solely for their education purposes, the Platform Portal, all in accordance with the terms of this Agreement) and any applicable Documentation.

2.2 **Documentation**. Intuit hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, internal use only license, during the Term, to use any Documentation in connection with its and the Users' use of

the Platform or Services and make only those copies of the Documentation reasonably necessary to exercise Customer's rights hereunder.

2.3 Modifications. Customer acknowledges that Intuit may modify, suspend or discontinue, at its discretion and with or without notice, the features or functionality of, or the Content it makes available via, the Platform or Services at any time, without liability.

2.4 Onboarding. On or as soon as reasonably practicable after the Effective Date, Intuit will onboard Customer onto the Platform and Services by providing Customer with any Access Protocols needed for Customer to allow Users to access and use the Platform.

2.5 Users. Customer may permit Users to access and use the features and functions of the Platform and Services, as well as the Content made available via the Platform and Services (e.g., Intuit Content and Customer Content, which, depending on the permissions selected by Customer in the Platform and under other arrangements approved by Customer, may include User-Generated Content uploaded into the Platform by other Users, solely as permitted hereunder. User login information cannot be shared or used by more than one User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Intuit will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Intuit of any unauthorized use of its Access Protocols or any other breach of security relating to the Platform or Services known to Customer.

2.6 Support Services. Subject to the terms and conditions of this Agreement, Intuit will operate the Platform in accordance with the applicable Documentation. In the event of any downtime, or error in any material functionality, of the Platform of which Intuit is made aware, Intuit will exercise commercially reasonable efforts to correct the underlying problem of the downtime or error as soon as practicable using remote diagnostic procedures, whenever possible. Intuit will provide reasonable ongoing technical support in connection with the operation of the Platform through telephone consultations.

2.7 System Requirements. A high-speed Internet connection is required for proper use of the Platform. Customer is responsible for procuring and maintaining the network connections that connect its network to the Platform, including, but not limited to, browser software that supports protocols used by Intuit, and following procedures for accessing services that support such protocols. Intuit assumes no responsibility for the reliability or performance of any connections as described in this Section.

2.8 Usage and Performance Data. As part of the Platform Services, Intuit collects and tracks Usage and Performance Data to assist with the necessary operation and function of the Platform; to provide reporting to Customer; and for internal purposes, including without limitation, to facilitate in the provision of updates and support, by Intuit, its Affiliates, and its agents, and for research and development. Such Usage and Performance Data will be owned by Intuit and may be used for any lawful purpose. Intuit will only disclose Usage and Performance Data to Third Parties, including its subcontractors, for the purposes of facilitating the Services as described in this Agreement, to perform its other obligations, and exercise its rights under this Agreement, or as otherwise required by law.

3. USE OF SERVICES

3.1 Generally. Intuit shall provide the Services in accordance with laws and government regulations applicable to Intuit's provision of the Services to its customers generally (i.e., without regard for Customer's particular use of the Services). Customer agrees that its procurement or use of Services are not contingent on the delivery of any future functionality, features, or content, or dependent on any oral or written public comments made by Intuit regarding future functionality or features.

3.2 Customer Responsibilities. As between Intuit and Customer, Customer will (a) be responsible for Users' compliance with the terms of this Agreement and all applicable Documentation; (b) be responsible for the accuracy, quality and legality of the Customer Content that Customer makes available or uses in connection with the Services, the means by which Customer acquired such Customer Content, and all use of such Customer Content, by Customer, the Users and, to the extent used in accordance with the terms of this Agreement, by Intuit, in connection with the Services (including, for the avoidance of doubt, the provision of any required notices and acquisition of any necessary consents for the provision of Customer Content to Intuit and for Intuit's collection, use, disclosure and other processing of Customer Content as provided for under this Agreement; (c) use commercially reasonable efforts to prevent unauthorized, unlawful or accidental access to or use, disclosure or other processing of the Platform, the

Services, or any Intuit Content or Customer Content made available in connection therewith, and notify Intuit promptly of any such unauthorized or unlawful access, disclosure, use or other processing of which it becomes aware; and (d) use the Platform, the Services, or any Intuit Content and Customer Content obtained or accessed therefrom only in accordance with this Agreement, the applicable Documentation, and applicable laws. Any use by Customer or any User of the Platform, the Services, or Intuit Content, or Customer Content obtained or accessed therefrom in breach of this Agreement or applicable law that in Intuit's judgment threatens the security, integrity, or availability of the Platform or the Services, or otherwise infringes or violates of the rights of any individual, may result in Intuit's immediate suspension of Customer's and/or any User's access to the Platform, the Services, or the Intuit Content or Customer Content made available in connection therewith. Intuit will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. Intuit is not obligated to back up any portion of Customer Content uploaded into or maintained at any time in the Platform, whether uploaded by Customer, a User or Intuit. To the extent Customer desires such backup copies, it is solely responsible for creating them, at its sole cost and expense.

3.3 Usage Restrictions. Customer will not, directly or indirectly, and will not authorize any User or Third Party to: (a) sell, resell, license, sublicense, distribute, make available, rent or lease access to the Platform, the Services, or any Intuit Content, or include the Platform, the Services, or any Intuit Content in a service bureau or outsourcing offering; (b) alter or remove any trademarks or proprietary notices contained in or on the Platform, the Services, or any Intuit Content; (c) use the Platform or the Services to store or transmit infringing, libelous, or otherwise unlawful, harmful or objectionable material, or to store or transmit material in violation of Third-Party privacy rights in any jurisdiction; (d) use the Platform or the Services to store or transmit Malicious Code; (e) attempt to gain unauthorized access to the Platform, the Services, any Intuit Content or any related systems or networks; (f) circumvent or otherwise interfere with any authentication or security measures of the Platform Portal, the Services, or any Intuit Content, or otherwise interfere with or disrupt the integrity or performance of the foregoing; (g) modify, copy, or create derivative works based on the Platform, the Services, any Intuit Content, or any part, feature, function or user interface thereof; (h) copy any Intuit Content except as expressly permitted herein; (j) frame or mirror any part of the Platform, the hosted components of any Services, or Intuit Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (k) except to the extent permitted by applicable law, disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code, algorithms, or associated know-how of the Platform or other technology used by Intuit to deliver the Platform, the Services or the Intuit Content; or (l) access the Platform, the Services or the Intuit Content, or otherwise use any of the foregoing for the purpose of benchmarking, developing, distributing or making available products or services that are similar to or compete with the Platform, the Services or the Intuit Content.

4. CUSTOMER THIRD-PARTY SERVICE INTEGRATIONS. The Platform and Services may integrate with services for which Customer has independently contracted with a Third Party ("**Customer's Third-Party Services**"). If Customer elects to integrate its Intuit account with one or more of Customer's Third-Party Services, it shall provide Intuit with the information reasonably required by Intuit to implement the integration and ensure that it has all required permissions and authorizations to share such information with Intuit for such limited purpose. Any integration with Customer's Third-Party Services depends on the continuing availability of, and access to such Customer's Third-Party Services and/or any Content or interfaces made available through such Customer's Third-Party Services. If for any reason Intuit cannot access or use the applicable Customer's Third-Party Services or the required data or information interfaces, Intuit may not be able to provide all of the functions of its Platform or deliver the ordered Services. Unless otherwise specified in this Agreement, all Content accessed through Customer's Third-Party Services integrated hereunder shall be Customer Content for purposes of this Agreement.

5. NO CHARGE FOR SERVICES. The Parties acknowledge and agree that the Services are provided at no charge to the Customer.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 Ownership and Reservation of Rights. Subject to the limited rights expressly granted hereunder, Intuit, its Affiliates, and its licensors reserve all right, title and interest in and to the Platform, the Services, the Documentation, the Intuit Content, and Intuit's Marks, including all their related intellectual property rights. As between the Parties, Customer owns all right, title and interest in and to Customer's Marks and the Customer Content, including, without limitation, any Personal Data, including any Personal Data uploaded into the Platform by Users, and User-Generated Content. No rights are granted to a Party hereunder other than as expressly set forth herein.

6.2 Access to and Use of Intuit Content. Subject to the terms and conditions of this Agreement, including any different or additional license terms and restrictions in applicable Supplemental Terms, with respect to any Intuit Content that Intuit licenses from a Third Party and makes available to Customer and its Users under special terms, during the Term, Intuit grants to Customer a nonexclusive, non-transferable (except as permitted under Section 12.9) license, without the right to sublicense, to view, download, reproduce, and disclose to Users Intuit Content solely for Customer's internal business purposes and Users' educational purposes.

6.3 License to Customer Content. Customer hereby grants Intuit a nonexclusive, worldwide, royalty-free and fully-paid license, with the right to sublicense, to use, reproduce, modify, create derivative works of, distribute, and display Customer Content, during the Term for purposes of (a) providing the Services and ensuring proper operation of the Services and associated systems in accordance with this Agreement for and on behalf of Customer; and (b) generally providing and improving the Services; provided that with respect to any Personal Data contained therein, Intuit complies with Section 7.3. In addition, without limiting the generality of the foregoing, Customer hereby grants Intuit a nonexclusive, worldwide, perpetual, royalty-free and fully-paid license, with the right to sublicense, to use, reproduce, modify, create derivative works of, distribute, display, and incorporate into other works, the User-Generated Content for purposes of creating Aggregated Data or De-identified Data and for using such Aggregated Data or De-identified Data and disclosing it to Third Parties in its discretion, provided such use and disclosure otherwise complies with applicable law.

6.4 License by Customer to Use Feedback. Customer grants to Intuit and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation or use of the Services. With respect to Users who are students, who may provide Feedback, any Personal Data contained therein, shall be subject to Section 7.3.

7. CONFIDENTIALITY; PRIVACY; DATA SECURITY

7.1 Protection of Confidential Information. As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose other than as permitted by this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing or required by law (as subject to Section 7.2, below), limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access to fulfill its obligations or exercise its rights under this Agreement (including, with respect to Intuit, as needed to perform the Services) and who are bound by confidentiality obligations that provide the Disclosing Party no less protection than afforded it hereunder.

7.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7.3 Privacy and Data Security. The Parties agree that they each will comply with their respective obligations as required under the Data Protection Addendum, (DPA), attached as Exhibit A, and incorporated into this Agreement. To the extent the DPA conflicts with the provisions of this Agreement, the DPA will prevail.

8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

8.1 Mutual Representations. Each Party represents and warrants that that: (a) it has validly entered into this Agreement and has the legal power to do so; without the need for any consents, approvals or immunities not yet obtained; (b) its acceptance of and performance under this Agreement does and will not breach any oral or written agreement with any Third Party or any obligation owed by it to any Third Party to keep any information or materials in confidence or in trust; and (c) it will perform its obligations and exercise its rights under this Agreement in accordance with all applicable laws.

8.2 Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 8.2 AND ANY APPLICABLE SUPPLEMENTAL TERMS, THE SERVICES, AND INTUIT CONTENT ARE PROVIDED ON AN "AS IS'' BASIS. INTUIT DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INTUIT DOES NOT WARRANT THAT THE PLATFORM, THE SERVICES, OR THE INTUIT CONTENT WILL MEET CUSTOMER'S REQUIREMENTS OR NEEDS, OR THAT CUSTOMER'S USE OR OPERATION OF OR ACCESS TO THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, FAIL-SAFE OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by Intuit. Intuit agrees, at its expense, to defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a Third Party alleging that the Services or any Intuit Content (except for Intuit Content that is licensed from Third Parties, in which case such Content would be subject to any indemnity provided therein), or use thereof as permitted hereunder, infringes or misappropriates such Third Party's intellectual property rights. Intuit will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Intuit in writing of, any such claim, provided Customer (a) promptly gives Intuit written notice of the claim; (b) gives Intuit sole control of the defense and settlement of the claim (except that Intuit may not settle the claim unless it unconditionally releases Customer of all liability); and (c) gives Intuit all reasonable assistance requested by Intuit in connection with the defense or settlement of the claim, at Intuit's expense. If Intuit receives information about an infringement or misappropriation claim related to any Services, or Intuit Content, Intuit may in its discretion and at no cost to Customer (i) modify the affected item so that it is no longer claimed to infringe or misappropriate, without breaching Intuit's warranties hereunder; ii) obtain a license for Customer's continued use of the affected item in accordance with this Agreement; or (c) terminate Customer's access to the affected item. Notwithstanding anything to contrary contained herein, the above defense and indemnification obligations do not apply if the Third-Party claim arises from (w) the use or combination of the Services or Intuit Content, or any part thereof with software, hardware, data, or processes not provided by Intuit, if such Services or Intuit Content, or use thereof would not infringe without such combination; (x) Services or Intuit Content for which there is no charge; (y) any Customer Content uploaded into the Platform by Customer or the Users, Customer's Third-Party Services (or Content made available through such Customer's Third-Party Services), or (z) Customer's breach of its obligations, representations or warranties under this Agreement.

9.2 Indemnification by Customer. Customer agrees, to the extent permitted under applicable law and at its expense, to defend Intuit and its Affiliates against any claim, demand, suit or proceeding made or brought against Intuit by a Third Party arising from or related to (a) an allegation that any Customer Content uploaded into or made available through the Services by Customer or Users, or any use thereof by Customer, the Users or Intuit as permitted hereunder infringes or misappropriates such Third Party's intellectual property rights or otherwise violates any applicable law or Customer's obligations under this Agreement; or (b) use by Customer or the Users of the Services, the Intuit Content (including any Third-Party Content provided by Intuit), or any Personal Data, in a manner either not authorized under this Agreement or the Documentation or in violation of applicable law, and will indemnify Intuit from any damages, attorney fees and costs finally awarded against Intuit as a result of, or for any amounts paid by Intuit under a settlement approved by Customer in writing of, such claim, provided Intuit (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim (except that Customer may not settle the claim unless it unconditionally releases Intuit of all liability); and (iii) gives Customer all reasonable assistance requested by Customer in connection with the defense or settlement of the claim, at Customer's expense. The above defense and indemnification obligations do not apply if the Third-Party claim arises from Intuit's breach of its obligations, representations or warranties under this Agreement.

9.3 Exclusive Remedy. This Section 9 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any Third-Party claim described in this section.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 7.1, AND THE PARTIES' RESPECTIVE OBLIGATIONS UNDER SECTION 9, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF INTUIT (TOGETHER

WITH ALL OF ITS AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS ($1,000). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S OR ITS AFFILIATES' PAYMENT OBLIGATIONS HEREUNDER.

10.2 Exclusion of Consequential and Related Damages. EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 7.1, AND THE PARTIES' RESPECTIVE OBLIGATIONS UNDER SECTION 9, IN NO EVENT WILL INTUIT OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF INTUIT OR ONE OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF CUSTOMER'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the Effective Date and, unless terminated or allowed to expire earlier in accordance with the terms hereof, shall continue for an initial period of twelve (12) months, followed by subsequent auto renewal periods of twelve (12) months each unless the parties elect in writing not to renew (collectively, the "**Term**").

11.2 Termination. Either Party may terminate this Agreement for cause if the other Party commits any material breach of this Agreement and fails to remedy such breach or otherwise fails to provide a plan to remedy the breach that is acceptable to both Parties, within thirty (30) days after its receipt of written notice of such breach. Customers may terminate this Agreement by ceasing all use of the Services. Intuit may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to Customer.

11.3 Effects of Termination; Survivability. Sections 1, 3.2, 3.3, 6 through 10, 11.3, and 12 will survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement, and except as otherwise stated herein, each Party shall return or destroy any Confidential Information of the other Party and provide written verification of such return or destruction; provided, however, either Party and its representatives may retain copies of such Confidential Information for purposes of legal or regulatory compliance.

12. GENERAL PROVISIONS

12.1 Entire Agreement; Order of Precedence; Amendment. This Agreement, inclusive of the Cover Page, the Standard Terms and Conditions, any applicable Supplemental Terms executed hereunder, together, constitute the entire agreement between Intuit and Customer regarding Intuit's provision of, and Customer's use of, the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, this Agreement supersedes any click-wrap or browse-wrap terms that would otherwise be applicable to the Services. This Agreement may not be modified or altered except by a written instrument duly executed by both Parties. The Parties agree that any conflicting term or condition stated in a Customer order form or in any other Customer order documentation is void. In the event of a conflict among a term set forth in these Standard Terms and Conditions and a term set forth in any of the following documents: the Cover Page, any Supplemental Terms or exhibit attached thereto, or the Documentation or any other policy, schedule, or other document attached hereto or thereto or incorporated herein or therein by reference, the term set forth in these Standard Terms and Conditions will control unless the conflicting term in the other document specifically references the inconsistent term of these Standard Terms and Conditions, in which case the conflicting term will control only for the limited purposes set forth in the document containing such term. Titles and headings of sections are for convenience only and shall not affect the construction of any provision of this Agreement.

12.2 Relationship of the Parties. Neither this Agreement nor the cooperation of the Parties contemplated hereunder shall be deemed or construed to create any partnership, joint venture or agency relationship between the Parties. Except as otherwise expressly permitted in this Agreement, neither Party is, nor will either Party hold itself out to be, vested with any power or right to bind the other Party contractually or act on behalf of the other Party as a broker, agent or otherwise.

12.3 Subcontractors. Intuit may use one or more Third Parties to fulfill any of its obligations hereunder provided that with respect to any such obligations that are subcontracted to or provided by any Third Party, Intuit expressly

assumes all liability and responsibility for such Third Party's compliance with, including, without limitation, any breach of, the terms of this Agreement.

12.4 Third-Party Beneficiaries. There are no Third-Party beneficiaries under this Agreement.

12.5 Export. The Services utilize software and technology that may be subject to United States and foreign export controls. Customer shall not use or cause any of the underlying information, software, or technology to be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Intuit may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Customer shall comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Intuit and its licensors make no representation that the Services are appropriate or available for use in other locations.

12.6 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, fire, earthquake, pandemic, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

12.7 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

12.9 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.10 Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder without Intuit's prior written consent. Any assignment in violation of this Section will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.11 Governing Law, Jurisdiction and Venue. This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California , United States, without regard to its conflict of law principles. Customer further agrees to accept service of process by mail. To the extent the Parties are permitted under this Agreement to initiate litigation in court, the Parties' consent to exclusive personal jurisdiction and venue in the courts located in Santa Clara County. If Customer is a United States public educational institution, domiciled in a state within the United States that expressly requires a choice of law other than California state law, then Customer's state's law will apply. If Customer is a United States public educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a state other than Santa Clara County, then Customer's state's required venue and jurisdiction will apply.

12.12 Notices. All notices, requests, consents, claims, demands, waivers, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return

receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the Cover Page (or to such other addresses that may be designated by a Party from time to time in accordance with this Section). If to Intuit, all legal notices shall also be sent in copy to Att., General Counsel - Legal Department at 2700 Coast Ave., Mountain View, CA 94043.

The Parties have caused this Agreement to be executed by their duly authorized representatives.

Intuit Inc.	[Customer]	**San Ysidro School District**
Name:	Name:	**Marilyn Adrianzen**
Title:	Title:	**CBO**
Date:	Date:	
	Board approved: _____	

Exhibit A
Intuit Data Protection Addendum

1. **United States** With respect to Users in the United States, the following provisions shall apply:

1.1 Definitions

Capitalized words used in this Data Protection Addendum that are not expressly defined in this Data Protection Addendum have the meaning set forth in the Agreement.

a. "**Data Protection Legislation**" means applicable federal, state, local, and municipal laws and regulations in the United States that relate to the privacy, data protection or data security of Personal Data.

b. "**Process**" shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning or concept exists, it shall be how Intuit collects, uses, stores, discloses, or transfers Personal Data.

1.2 Compliance with Laws; Roles. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement. For purposes of this Agreement and as between the Parties, Customer is the controller of the Personal Data and Intuit is the processor of such data.

1.3 Notices and Consents. Customer shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from the Users to allow Intuit to Process the Personal Data to provide the Platform and the Services and as otherwise described in the Agreement, including in this Data Protection Addendum (the "**Notices and Consents**"). Customer represents and warrants that it has obtained and will maintain the Notices and Consents for all Users through the entire term of the Agreement.

1.4 Details of Processing.

Personal Data will be Processed for the purposes set forth in the Agreement and Exhibit A.

1.5 Intuit Obligations.

a. Intuit shall implement and maintain reasonable administrative, technical, and organizational measures that are designed to preserve the confidentiality and availability of all Personal Data Processed by Intuit via the Platform. Intuit's technical and organizational measures, as set forth in Intuit's Information Security Policy are available upon request and may be updated from time to time. Customer has reviewed such measures and agrees that the measures are appropriate considering the state of the art, the costs of implementation, nature, scope, context, and purposes of the processing of Personal Data hereunder.

b. Intuit shall take reasonable steps to ensure the reliability and integrity of any employees who have access to the Personal Data and ensure that employees are under a duty of confidentiality with respect to their Processing of the Personal Data.

c. Intuit engages certain third-party entities to Process the Customer Data on Intuit's behalf ("**Sub-processors**"). Intuit shall enter into a written contract with each Sub-processor containing terms that offer substantially similar levels of data protection obligations and protection for Personal Data as those set out in this Section. Intuit shall be liable for all acts and omissions of any Sub-processor to the same extent Intuit would be if they were Intuit's acts or omissions. Customer consents to Intuit engaging the Sub-processors for the purposes set forth in the Agreement.

d. If Intuit becomes aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "**Security Incident**"), Intuit shall inform Customer, within a reasonable amount of time, considering the timescales required by Data Protection Legislation, with respect to the Security Incident. Intuit will provide reasonable information, cooperation, and updates of material developments to enable Customer to fulfill any data breach reporting obligations it may have under Data Protection Legislation. However, Intuit's provision of information and cooperation shall be at Customer's cost and expense to the extent any Security Incidents were caused by Customer or its Users. Intuit may take such other measures as it deems appropriate to mitigate the effects of the Security Incident.

1.6 Data Subject Inquiries. Customer shall be solely responsible for responding to and fulfilling any inquiries from Users and other data subjects, including parents and legal guardians of Users where the User is a student of Customer (collectively, "**Data Subjects**"), regarding their Personal Data in connection with the Processing under the Agreement, including any requests to exercise their rights under applicable Data Protection Legislation, and Customer shall handle all Data Subject inquiries in accordance with applicable Data Protection Legislation. Customer understands that Intuit is not required to take any action in response to any requests

from Data Subjects except to notify such Data Subjects to contact Customer. To the extent Customer cannot obtain a copy of, delete, or amend the Personal Data directly within the Platform, Customer may contact Intuit and Intuit, with Customer's express written permission and provided Customer has obtained the appropriate consent from the applicable Data Subject, will provide a copy of, delete, or amend such Data Subject's Personal Data in accordance with Customer's instructions. To the extent legally permitted, Customer shall be responsible for reasonable costs arising out of Intuit's provision of assistance with Customer's Data Subject requests. Customer shall indemnify, defend, and hold harmless Intuit and its affiliates, subsidiaries, successors and assigns (and the officers, directors, employees, sublicensees, customers, and agents of Intuit and its affiliates, subsidiaries, successors, and assigns), from and against any and all losses, demands, liabilities, damages, fines, settlements, expenses, and costs (including without limitation reasonable attorneys' fees and costs), arising from, in connection with, Intuit complying with Customer's instructions under this Agreement.

1.7 Data Retention. Intuit will delete Personal Data within a reasonable amount of time after the termination or expiration of the Agreement, except that Intuit may retain Personal Data as required by applicable legal requirements or as agreed by Customer.

1.8 Intuit Data. Customer acknowledges and agrees that Intuit may create and derive performance, system, operational data, Aggregated Data and De-Identified Data from Processing related to the Agreement. In generating such data, Intuit shall (a) take reasonable measures to ensure that such information cannot be associated with a User or a "consumer" or "household" (as defined in Data Protection Legislation), (b) publicly commit to maintain and use the information in aggregated or de-identified form, and (c) not attempt to re-identify the information, except as permitted under Data Protection Legislation.

1.9 Education Records. As applicable, to the extent Intuit has access to "Education Records" and "Personally Identifiable Information" (as those terms are defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99 (together, "FERPA")) in connection with its provision of the Products: (a) Customer agrees that Intuit has met the criteria for being a "School Official" with "Legitimate Educational Interests" (as those terms are used in FERPA) in such Education Records and Personally Identifiable Information; and (b) Intuit agrees that such Education Records and Personally Identifiable Information will be used only for authorized purposes under the Agreement, and it will not redisclose such Education Records or Personally Identifiable Information except with Authorization from Customer and where such redisclosure is otherwise permitted under FERPA.

1.10 State Specific Privacy Addenda. If applicable, the Parties agree to the State Specific Data Protection Addenda set forth in Exhibit B.

1.11 Updates to this DPA. Notwithstanding anything to the contrary in the Agreement, Intuit reserves the right to modify this DPA from time to time in its sole discretion and without Customer's prior consent except where required by applicable law ("**Updated DPA**"). Customer agrees that any Updated DPA will be effective immediately upon Intuit emailing the Updated DPA to Customer, unless Intuit is required by applicable law to obtain Customer's consent, in which case, such Updated DPA will be effective immediately upon the provision of such consent. Intuit will also endeavor to notify Customer of any material revision to this DPA at least ten (10) days prior to such revision coming into effect, using Customer's email address as set forth in the Cover Page of the Services Agreement.

Exhibit B

California State Specific Addenda

With respect to Pupil Records (as defined in Cal. Educ. Code § 49073.1) that Intuit processes on behalf of a Customer in California, the following provisions shall apply to the extent required by applicable law:

1. Pupil Records that Intuit processes on behalf of Customer are the property of and under the control of Customer, including User-Generated Content.
2. Intuit shall limit its use of Pupil Records to those purposes specified in the Agreement and the Data Protection Addendum.
3. Procedures for the review and correction of Pupil Records shall be in accordance with the Data Protection Addendum.
4. Intuit shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of Pupil Records as specified in the Data Protection Addendum.
5. Procedures for notification in the event of unauthorized disclosure of Pupil Records shall be in accordance with the terms of the Data Protection Addendum.
6. Intuit certifies that retention of Pupil Records shall be limited in accordance with the terms of the Data Protection Addendum.
7. Intuit's and Customer's access to and use of Education Records and Personally Identifiable Information (as defined in FERPA) shall be subject to the terms of the Data Protection Addendum.
8. Intuit shall not use Personal Data in Pupil Records to engage in targeted advertising.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST AMENDMENT TO THE LEADERSHIP ASSOCIATES AGREEMENT

BACKGROUND INFORMATION:
Administration recommends approval/ratification of amending the Consultant Agreement with Leadership Associates approved on May 22, 2024, to include Human Resources Coaching at a rate of $200/hour.

RECOMMENDATION:
Approve/Ratify the First Amendment with the Consultant Agreement of Leadership Associates to include Human Resources Coaching. Cost implications will be paid from the General fund.

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 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒Yes ☐ No	

$200/hour		General fund		
(Amount)		(Name of funding source and/or location)		

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

FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN SAN YSIDRO ELEMENTARY SCHOOL AND LEADERSHIP ASSOCIATES

The Consultant Agreement by and between the San Ysidro School District and Leadership Associates approved on May 22, 2024, is hereby amended as follows:

1. The Agreement will be expanded to include Human Resources Coaching at a rate of $200/hour.

2. The not to exceed amount will be increased to $15,000.

SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

By:_____
Gina Potter, Ed.D
Superintendent

Date

Contractor:
Leadership Associates, LLC

By: _____
Betty Hall, Contracts
Administrator

Date

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MEGAN STONE, DO, INC.

BACKGROUND INFORMATION:

Medi-Cal and other health insurers require that "medical necessity" for speech and language services and audiology services be established prior to reimbursement. For school-provided services, the District Physician has established the criteria for medical necessity. Some health insurers may establish their own criteria for medical necessities that differ from the district's. These criteria are to be reviewed every two years to get reimbursed for the health services provided by the school district to the students and community.

Megan Stone DO, Inc, will be providing the school district with the "medical necessity", also known as "speech protocol", in order for the school district to get reimbursed for the health services provided to the students and community. The medical necessity protocols will cover 2024-25 and 2025-26.

RECOMMENDATION:

Approve the agreement with Megan Stone DO, Inc. to provide medical consultation services for the 2024-2025 and 2025-2026 school year at a cost not to exceed $500.00 to be paid from the LEA, Medi-Cal Billing fund.

LCAP GOAL AND ACTION/SERVICE:
N/A

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$500.00
(Amount)

LEA- Medi-Cal Billing 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 1st day of July, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Megan Stone, Inc.	(562) 355-1510
Company/Consultant	Telephone Number
73900 Whitestone Ln, Palm Desert, CA 92260	
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, 2024 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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** X
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** X
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** X

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** X **.**

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:	**Megan Stone DO, Inc**
Name:	Dr. Megan Stone
Title:	Owner
Address:	73900 White Stone Ln
City/State/Zip Code:	Palm Dessert, CA 92260
Telephone:	(562) 355-1510
Email:	mstonedo@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.//

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT	DISTRICT
Megan Stone DO, Inc DocuSigned by: MEGAN STONE C8D15EAD6E2A4FB...	
Signature of Authorized Agent	Signature
Dr. Megan Stone, Owner	**San Ysidro School District**
Firm Name	Firm Name
Megan Stone, DO	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
10/23/2024	
Date:	Date
	Board Approved:

Revised 2024

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**.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DS 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.

DS 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).

DS 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).

DS 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.)

DS 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.

DS 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.

DS 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 employeesindividuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Megan Stone DO, Inc

Name/title of authorized representative *(Print)* Megan Stone

DocuSigned by:

Signature MEGAN STONE C8D15EAD6E2A4FB... Date 10/23/2024

EXHIBIT A

SCOPE OF WORK AND FEES

Docusign Envelope ID: E8601C70-3397-4E64-A571-96BCAC0AB020

EXHIBIT A

SAN YSIDRO SCHOOL DISTRICT

Determination of Medical Necessity for Services Of Speech-Language Pathologists and Audiologists

Medi-Cal and other health insurers require that "medical necessity" for speech and language services and audiology services be established prior to reimbursement. For school-provided services, the District Physician has established the following criteria for medical necessity. Some health insurers may establish their own criteria for medical necessity that differ from the District's.

1. The etiology of a speech or language impairment (i.e., development or acquired) does not in itself determine whether a service is medically necessary. This is based on the nature and severity of the disability.

2. A service qualifies as medically necessary if it supports a need that meets criteria set forth in the following:

   a. Articulation disorders, such that the pupil's production of speech significantly interferes with communication and attracts adverse attention.
   b. Abnormal voice, characterized by persistent, defective voice quality, pitch, or loudness. An appropriate medical examination shall be conducted where appropriate.
   c. Fluency difficulties which result in an abnormal flow of verbal expression to such a degree that these difficulties adversely affect communication between the pupil and listener.
   d. Inappropriate or inadequate acquisition, comprehension, or expression of spoken language, or non-verbal communication, including social, functional communication, such that the pupil's language performance level is found to be <u>significantly below the language performance level of his or her peers</u> (definition below).
   e. Hearing loss which limits access to language and communication and significantly affects educational performance.
   f. Selective mutism.
   g. A documented need for training for augmentative assistive communication device, secondary to a problem identified in (a) through (f) above.

3. To define spoken language that is "significantly below language performance level of his or her peers," the performance should be at least 1.5 SD below mean or less than 7%ile relative to same age peers. This finding may be based on standardized testing and/or performance-based assessment if: standardized testing cannot be given, standardized testing is not appropriate for the population or purpose, or standardized testing is not accurate, AND if the method and rationale behind the assessment is described.

4. Performance based assessments are used to determine articulation, fluency and voice disorders.
5. Services that do not qualify as medically necessary using the above-referenced document may still be considered medically necessary if reviewed and labeled as such by a licensed physician who shall provide the District with a clear written rationale for the Service.
6. Speech and language assessments and/or audiology assessments that qualify a student for services must be documented in writing.
7. Reasonable effort must be made to ensure that a student's physician (or designated "medical home") receives a copy of the results of each speech/language assessment, including recommended therapy, and each audiology assessment, including intervention.
8. The interval prior to reassessment should not exceed the period required by the Special Education Department for the Individualized Education Plan (IEP). This period is currently 3 years.
9. A physician designated by the District is to be available to audit records of those services for which the District is billing, and where medical necessity is a requirement for reimbursement.
10. Speech/language and audiology assessments will include the norms and disability that qualify a student for services. These results must be documented in writing. The District will provide parents and any authorized individual information regarding assessment and treatments pursuant to HIPAA and FERPA confidentiality regulations.
11. These criteria are to be reviewed at least every two (2) years.

NAME OF DISTRICT PHYSICIAN (Printed): MEGAN STONE, D.O.

CALIFORNIA LICENSE NO.: 20A10777

DATE: 9-25-2024

PHYSICIAN'S SIGNATURE:

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
La Mirada Elementary
Laura English, Principal

☐ Informational
☒ Action

AGENDA ITEM: GUEST SPEAKER AGREEMENT WITH NICOLAS R. BELIZ, CLINICAL PSYCHOLOGIST

BACKGROUND INFORMATION:
Nicolas Beliz, a Clinical Psychologist from the School Threat Assessment Response Team, Los Angeles County Department of Mental Health, will train staff at La Mirada Elementary School on November 15, 2024.

The training includes Mental Health: Preventing Targeted School Violence (Part 2), designed for counselors, school administrators, and mental health professionals seeking an in-depth understanding of targeted school violence. Part 2 includes the pathway to violence, trends/ warning signs, and red flags.

Cost implications include training, preparation, and travel at a cost not to exceed $600.00

RECOMMENDATION:
Approve the agreement with Nicolas R. Beliz, Psy.D., to provide La Mirada Elementary School staff training on Preventing Targeted Violence at the total cost of $600.00 from the Comprehensive Support and Improvement (CSI) fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: School Culture, Climate and Student Well-Being – Action 2.1: *Professional Learning around PBIS and Restorative Practices* - The district will continue to engage all staff with professional learning and implementation supports around inclusion and Restorative Practices Positive Behavior Intervention Supports (PBIS) to develop safety, security, and school connectedness for all students including unduplicated students.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$600.00
(Amount)

Comprehensive Support and Improvement (CSI) fund
(Name of funding source and/or location)

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

MEMORANDUM OF UNDERSTANDING FOR GUEST SPEAKER

Nicolas R. Beliz, Psy.D. (SPEAKER)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

An Educational presentation for La Mirada Elementary School staff. The SPEAKER is a clinical psychologist with a specialty in crisis assessment and intervention.

Staff will gain a better understanding on assessing and managing individuals on a pathway toward targeted violence, risks factors. Training will include de-escalation, targeted school violence, suicide assessment and prevention.

2. Scope of Services:

SPEAKER will provide a training/presentation related to **Preventing Targeted School Violence**. The training/presentation(s) will be held at La Mirada Elementary School on November 15, 2024.

SPEAKER and SPEAKER's representatives/assistants are required to sign-in/out in the school's main office and to be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT's requests, expectations, content, behavior and safety protocols. SPEAKER will provide to DISTRICT an outline of event before the event.

3. Compensation:

DISTRICT will pay CONSULTANT as indicated on **Exhibit D**. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice and IRS Form W-9 to the Business Services Department for processing of payment. If SPEAKER is from out of state, additional documentation may be required. The invoice should be dated on or after the date of the event and be payable within 30 days.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. School Safety Certification Forms – Refer to Exhibit A

6. Release of Liability Waiver – Refer to Exhibit B

7. Insurance – Refer to Exhibit C for insurance coverage information.

8. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of event stated in Section 2, above.

9. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

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.

GUEST SPEAKER

Signature: _____Date: _____

Name: _____

Address:_____

Telephone: _____

Email: _____

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Laura English
Principal, La Mirada Elementary School
(619) 428-4476 ext. 3499
alma.english@sysdschools.org

Jedzida Herron
Social Worker
(619) 428-4476 ext. 3413
jedzida.herron@sysdschools.org

EXHIBIT A

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, **SPEAKER and/or SPEAKER's representatives may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), SPEAKER shall require their employees and/or agents and students, 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 SPEAKER employees, agents or other have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) SPEAKER shall not permit any employee, agent or other 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*) SPEAKER 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*) SPEAKER 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 SPEAKER's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting SPEAKER from using employees, agents or other 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*) SPEAKER's individuals/employees and/or others 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 SPEAKER's employees/individuals and/or others 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 SPEAKER's employees-individuals and/or others performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company/Organization Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

EXHIBIT B

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I,_____(Print - Name of participant) the undersigned, agree to the following:

_____*(initials)* 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____*(initials)* 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____*(initials)* 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: (*All sections must be completed.)*

Participant:

_____ _____
Signature Date

_____ _____
Print Name Phone

Organization:
_____
Note: Please include Business Card if available.

Participant's Address: _____
_____

Telephone/Mobile:_(_____)_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To: _____

Location of Event: _____

IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

_____ _____
Signature Date

_____ _____
Parent/Guardian Name Phone

Please return completed forms to the Business Services Office at least one week before the event.
~ Thank you

EXHIBIT C

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 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 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.

   ❑ **Additional Insured Endorsement**

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):** 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

   ❑ **WC waiver of subrogation endorsement in favor of San Ysidro School District.**

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.

NICOLAS R. BELIZ, PSY.D.
CLINICAL PSYCHOLOGIST
California Psychology License No. PSY31662
Cell No. 818 808-3867
beliznicolas@gmail.com

EXHIBIT D

PROFESSIONAL SERVICES

Re: School Climate Conference

c/o La Mirada Elementary School
222 Avenida de la Madrid
San Ysidro, CA 92173

DATE	SERVICE RENDERED	FEE
10/11/24	Preventing Targeted Violence Training	1.25 hours
	Preparation and Travel	1.75 hours
TOTAL	**3 hours@$200/hour**	**$600**

TOTAL DUE: $600.00*

THANK YOU

Nicolas R. Beliz, Psy.D.

Nicolas R. Beliz, Psy.D.
Clinical Psychologist PSY31662
Tax ID 607-36-4276

*Please mail check to Encino address.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Child Nutrition Department
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO NUTRISLICE, INC. AGREEMENT

BACKGROUND INFORMATION:
Nutrislice, a recognized leader in the field of school nutrition software, has proposed the purchase of their software to enhance our school's menu management and communication with parents and students. The cost breakdown for the Nutrislice software is as follows:

- Annual Subscription Amend No. 1 (Year 2): $4,070.40 for 8 sites (includes Preschool) Term: December 1, 2024 to November 30, 2025

RECOMMENDATION:
Approve Amendment No. 1 to the Nutrislice, Inc. Agreement to provide the Child Nutrition Department a web-based menu software for 2024-25 at a cost of $4,070.40 to be paid from the Child Nutrition KIT funds.

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 #

$4,070.40
(Amount)

Child Nutrition KIT Funds
(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: November 7, 2024

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

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: SERVICE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS TO SUPPORT THE DISTRICT'S DUAL LANGUAGE PROGRAM

BACKGROUND INFORMATION:

Educational Services Department is requesting approval to enter into a service agreement with the San Diego County Superintendent of Schools (SDCSS) to support in increasing the District's viability, coherence, and efficacy of our Dual Language Program.

Responsibilities in this agreement include the following:

A. SDCSS will co-plan and co-deliver:
- Dual language events for the greater community of teachers, parents, and administrators
- Professional learning sessions for grade level teams to plan biliteracy and other facets of dual language program structure, curriculum, instruction and assessment

B. SDCSS staff will coach and provide consultations to district administrators on:
- Editing the draft District's Dual Language Plan
- Accountability via assessments, data collection and analysis of student multilingual progress
- Expanding the faith and confidence of educational partners across the San Ysidro community about the multilingual program
- Countywide and statewide opportunities to build the knowledge and resources of dual language educators.

The term is from November 8, 2024, to June 30, 2025.

RECOMMENDATION:

Approve the service agreement with the San Diego County Superintendent of Schools to support the District's Dual Language Program at the total cost of $5,000.00 from the Title III fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Actions: 1.8, 1.10 and 1.12

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$5,000.00	Title III Fund
(Amount)	(Name of funding source and/or location)

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

SERVICE AGREEMENT BETWEEN
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
AND
SAN YSIDRO SCHOOL DISTRICT

This Agreement is made and entered into by the San Ysidro School District, hereinafter referred to as DISTRICT, and San Diego County Superintendent of Schools, hereinafter referred to as SDCSS.

I. PURPOSE

The purpose of the proposed partnership is to support DISTRICT in increasing the viability, coherence, and efficacy of DISTRICT's dual language program.

II. SDCSS and DISTRICT RESPONSIBILITIES

SDCSS and DISTRICT agree to undertake the following activities:

A. SDCSS will Co-plan and co-deliver:
   i. Dual language events for the greater community of teachers, parents and administrators
   ii. Professional learning sessions for grade level teams to plan biliteracy and other facets of dual language program structure, curriculum, instruction and assessment
B. SDCSS staff will coach and provide consultations to district administrators on:
   i. Editing the draft district dual language plan
   ii. Accountability via assessments, data collection and analysis of student multilingual progress
   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.

III. GENERAL TERMS AND CONDITIONS

1. Term of service. The Term of Agreement shall be for the 2024-2025 school year, beginning November 8, 2024 and ending June 30, 2025.

2. Cost and Payment.

The amount due for services provided to DISTRICT under the terms of this agreement, within 30 days of receipt of quarterly invoice. The total cost of agreement shall be FIVE THOUSAND DOLLARS ($5,000) inclusive of preparation, implementation, consultation, and coordination**.**

3. Termination. This Agreement may be cancelled prior to June 30, 2025, upon mutual written agreement between DISTRICT and SDCSS. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCSS.

4. Independent Contractor. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.

5. Indemnification. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

6. Tobacco-Free Facility. SDCSS is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCSS property.

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

8. Final Approval. This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Deputy Superintendent of Business Services/CBO.

9. 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.

IV. SDCSS AND DISTRICT CONTACT INFORMATION

SDCSS
Jorge Cuevas Antillón
District Advisor
San Diego County Office of Education
6401 Linda Vista Rd
San Diego, CA 92111
858-298-2013
jorge.cuevasantillon@sdcoe.net

DISTRICT
Luis Ramos
Director of Educational Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92713
619-428-4476 ext. 3070
Luis.Ramos@sysdschools.org

V. EFFECTIVE DATE AND SIGNATURE

This Agreement shall be effective upon the signature of SDCSS and DISTRICT authorized officials. It shall be in force from November 8, 2024 to June 30, 2025. SDCSS and DISTRICT indicates agreement to this MOU by their signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Marilyn Adrianzen
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	Chief Business Official
Title	Title
Date	Date
	Board approved: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TACO LAND

BACKGROUND INFORMATION:
During the school year, the District would like to recognize staff and students for their accomplishments. On occasions a celebration event includes food catering services. The District would like to have a list of authorized food vendors for such events. Services being provided are on an "as needed" basis and optional.

Term: October 17, 2024 to June 30, 2025

RECOMMENDATION:

Approve the agreement with Taco Land to provide catering services for school-related events on an "as needed" basis. Cost implications will be paid from school donation accounts.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

TBD
(Amount)

Various Donations Accounts
(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

SERVICE AGREEMENT

This agreement is made and entered into this 18th day of October, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Taco Land	619-829-8051
Company/Vendor	Telephone Number
1680 Hilltop Dr., Chula Vista, CA 91911	
Address	Website

hereinafter referred to as "Vendor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Vendor shall provide those services specified in the Vendor 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, Vendor represents and warrants that Vendor is a provider of first class work and services and Vendor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Vendor 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 companies 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. Vendor 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. Vendor 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 Vendor'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: October 18, 2024 To: June 30, 2025

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 Vendor for the specified services as reflected on ***EXHIBIT A*** during this contract term.

2.2 PAYMENTS
Vendor shall submit to District an itemized invoice which indicates work completed by Vendor. 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 Vendor within 30-days of receipt of an acceptable invoice from Vendor.

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 Vendor, 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 Vendor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Vendor 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 Vendor anticipates and that Vendor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF VENDOR

4.1 ORGANIZATION
Vendor 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. Vendor shall make every reasonable effort to maintain the stability and continuity of Vendor's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Vendor agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, Vendors and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Vendor 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. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all of Vendor's employees and subVendors shall have sufficient skill and experience to perform the Services assigned to them. Vendor further represents that it, its employees and subVendors 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 Vendor'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 Vendor'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 Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT VENDOR & ADDITIONAL PERSONNEL
Vendor is retained as an independent contractor and is not an agent or employee of the District. No employee or agent of Vendor 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. Vendor 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 Vendor shall at all times be under Vendor's exclusive direction and

control. Vendor 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. Vendor shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor 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. Vendor 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 – Vendor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Vendor 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, Vendor shall not allow any subVendor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Vendor 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 Vendor, 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 Vendor 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):** (If applicable) Insurance appropriates to the Vendor'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 Vendor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Vendors 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 Vendor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Vendor.

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 Vendor 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 Vendor's/SubVendor'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 **Vendor'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 Vendor'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
Vendor/SubVendor/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Vendor may acquire against the District by virtue of the payment of any loss under such insurance. Vendor 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 Vendor 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 Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Vendor/SubVendor/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 Vendor'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 Vendor 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. Vendor may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Vendor shall be entitled to no further compensation. Vendor may not terminate this Agreement except for cause.

(2) Vendor's Termination for Cause. This Agreement may be terminated by the Vendor 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 Vendor 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, Vendor 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 Vendor to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Vendor in connection with the performance of Services under this Agreement. Vendor 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 (If applicable)

(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 Vendor pursuant to this Agreement, shall be the sole property of the District, except that Vendor 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.

(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 Vendor/Service Provider from LEA/District continue to be the property of and under the control of the District. The Vendor will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Vendor will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Vendor 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 Vendor shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Vendor certifies that a pupil's records shall not be retained or available to the Vendor upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Vendor to ensure compliance with FERPA.
- Vendor 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

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor 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

Vendor shall provide adequate staff and resources to facilitate all Vendor activity. Should Vendor fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Vendor for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Vendor 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 Vendor, its officials, officers, employees, subcontractors, Vendors or agents in connection with the performance of the Vendor'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. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor, 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.

Vendor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Vendor shall not be permitted to have any contact with District pupils until such time as Vendor has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete ATTACHMENT NO. 1 - School Safety Certification Form.)**

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 Vendor and/or its employees will have limited contact with District pupils or if Vendor and/or its employees will be supervised at all times by District staff.

If food service is included in this Agreement, a copy of the County of San Diego, Food Handlers Permit shall be provided.

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.

VENDOR:	**Taco Land (Nizar K Enterprises, Family Owned)**	
Name:	Nizar and Soad Kourd	
Title:	Owners	
Address:	3580 Sunset Lane, #113	
City/State/Zip Code:	San Ysidro, CA 92173	
Telephone:	619 829-8051	
Email:	tacolandsd@gmail.com	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Patricia Caro
Title:	Chief Business Official	Business 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	Patricia.caro@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Vendor 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.//

VENDOR

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 02-24-23

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/Vendor's employees and/or SubVendors/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Vendor shall require their employees, including the employees of any sub-Vendor 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*) Vendor 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*) Vendor 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*) Vendor 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 Vendor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Vendor 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*) Vendor's individuals/employees and/or SubVendors/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 Vendor's employees/individuals and/or SubVendors/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 Vendor's and SubVendor'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 _____

REVISED 09-13-18

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

These services are optional and at Principal's and District's discretion for school-related events for staff and/or students. This is to authorize the Vendor "Taco Land" Food Truck to conduct business on District facilities. Any food order forms from vendor require School Principal and District's authorized representative (CBO) signatures.

- Vendor will provide a current County of San Diego Health Department Food Handlers Permit before providing services.
- Vendor's employees' must wear protective masks and gloves during the event.
- If the event includes students/children, a Certificated staff member and/or a parent/guardian must accompany student(s) at all times.
- Acceptable method of payment: Checks

Vendor will provide catering ONSITE service. Cooking onsite is authorized in a safe outdoor area.

Vendor is to provide a detailed order form that includes the service and prices (Menu attached). If moving forward with an order, Vendor will provide an invoice with the Order Form attached that indicates the total cost so that payment can be processed.

If public sale during a school-related event, Vendor has agreed to donate 20% of final sale proceeds.

For Catering Orders, See attached food packages and prices.

Approved by Taco Land: _____ Date: _____

WE SUPPORT OUR TROOPS

Taco LAND

Package #1

$18 per person

Minimum of 35 guest
ALL YOU CAN EAT TACOS FOR 2 HRS.
Handmade tortillas
Includes Tacos, Quesa tacos, Mulas

All Proteins Included

- asada
- adobada
- chicken
- chorizo
- birria
- soy chorizo

- rice & beans
- green mild salsa
- red spicy salsa
- grill onions
- grill peppers
- cucumbers
- limes
- cheese

Choice of (2) Aguas Frescas

- horchata
- jamaica
- pineapple
- cucumber
- watermelon

We include: plates, cups, napkins and forks
(Taco stand or food trailer)

Package #2

$15 per person

Minimum of 35 guest
ALL YOU CAN EAT TACOS FOR 2 HRS.
Con tortillas

Proteins

- asada
- adobada
- chicken

- rice
- beans
- grill onions
- grill jalapeños
- limes
- cucumber
- red spicy salsa
- mild green salsa

(2) Aguas frescas

- horchata
- jamaica

We include: plates, cups, napkins and forks

Aguas Frescas

- horchata
- jamaica
- pineapple
- tamarindo

Tacolandsd
@tacolandsd
(619) 710-3583
Plus Tax

CATERING SERVICES

PARTY TRAYS

Available

Taco LAND

Tacolandsd
@tacolandsd
(619) 829-8051

Plus Tax

WE SERVE BREAKFAST, LUNCH AND DINNER
AMAZON SCHEDULE
Monday - Friday
10:00am - 12:00 (midnight)

Burros

$15 asada
$15 adobada
$15 chorizo
$15 birria
$15 chicken burro
$15 california burro
$16 surf and turf
$16 spicy shrimp

Tacos

$4 adobada
$4 asada
$4 birria
$4 chorizo
$4 chicken
$5 spicy shrimp
$5 surf & turf

Flour Quesadilla

$15 asada
$15 adobada
$15 chorizo
$15 birria
$15 chicken
$15 mixto

Mula

$8 asada
$8 adobada
$8 chorizo
$8 birria
$8 chicken
$8 mixto

Nachos

$15 asada
$15 adobada
$15 chicken
$15 birria
$15 campechana
$16 surf & turf
$16 shrimp

Vampiros

$5.50 asada
$5.50 adobada
$5.50 chorizo
$5.50 chicken
$5.50 mixto

Carne asada fries

$15 asada
$15 adobada
$15 chicken
$15 birria
$15 campechana
$16 surf & turf
$16 shrimp

Quesataco

$8 asada
$8 adobada
$8 chorizo
$8 birria
$8 chicken
$8 mixto
$8 shrimp

Tortas

$12 asada
$12 adobada
$12 chorizo
$12 birria
$12 chicken
$12 mixto

Single hot dog

$4.50

Hotcheeto elote

$10

Classic elote

$8

Birriamen

$12

Breakfast Burro

$14 egg, steak & cheese
$14 egg, sausage & cheese
$14 egg & cheese
$14 egg, cheese & chorizo
$14 egg, bacon & cheese

Fresh waters and sodas

$4 horchata
$4 piña
$4 jamaica
$2 soda

Service for events

EVENTS

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH J&G SONS INC. DBA TAQUIZAS LOS CHUCHYS

BACKGROUND INFORMATION:
During the school year, the District would like to recognize staff and students for their accomplishments. On occasions, a celebration event includes food catering services. The District would like to have Taquizas Los Chuchys as an authorized vendor for such events. They offer delivery and on-site catering services. Services are provided on an "as needed" basis and are optional.

Term: September 13, 2024 to June 30, 2025

RECOMMENDATION:

Approve the agreement with J&G Sons, Inc. dba Taquizas Los Chuchys to provide catering services for school-related events on an "as needed" basis. Cost implications will be paid from school donation accounts.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

TBD
(Amount)

Various Donations Accounts
(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

SERVICE AGREEMENT

This agreement is made and entered into this 13th day of September 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Taquizas Los Chuchys	619-649-1997
Company/Vendor	Telephone Number
713 Broadway, Suite I, Chula Vista, CA 91910	Taquizasloschuchys.com
Address	Website

hereinafter referred to as "Vendor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Vendor shall provide those services specified in the Vendor 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, Vendor represents and warrants that Vendor is a provider of first class work and services and Vendor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Vendor 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 companies 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. Vendor 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. Vendor 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 Vendor'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: September 13, 2024 To: June 30, 2025

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 Vendor for the specified services as reflected on ***EXHIBIT A*** during this contract term.

2.2 PAYMENTS
Vendor shall submit to District an itemized invoice which indicates work completed by Vendor. 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 Vendor within 30-days of receipt of an acceptable invoice from Vendor.

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 Vendor, 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 Vendor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Vendor 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 Vendor anticipates and that Vendor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF VENDOR

4.1 ORGANIZATION
Vendor 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. Vendor shall make every reasonable effort to maintain the stability and continuity of Vendor's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Vendor agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, Vendors and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Vendor 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. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all of Vendor's employees and subVendors shall have sufficient skill and experience to perform the Services assigned to them. Vendor further represents that it, its employees and subVendors 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 Vendor'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 Vendor'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 Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT VENDOR & ADDITIONAL PERSONNEL
Vendor is retained as an independent contractor and is not an agent or employee of the District. No employee or agent of Vendor 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. Vendor 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 Vendor shall at all times be under Vendor's exclusive direction and

control. Vendor 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. Vendor shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor 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. Vendor 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 – Vendor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Vendor 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, Vendor shall not allow any subVendor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Vendor 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 Vendor, 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 Vendor 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):** (If applicable) Insurance appropriates to the Vendor'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 Vendor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Vendors 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 Vendor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Vendor.

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 Vendor 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 Vendor's/SubVendor'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 **Vendor'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 Vendor'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
Vendor/SubVendor/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Vendor may acquire against the District by virtue of the payment of any loss under such insurance. Vendor 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 Vendor 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 Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Vendor/SubVendor/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 Vendor'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 Vendor 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. Vendor may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Vendor shall be entitled to no further compensation. Vendor may not terminate this Agreement except for cause.

(2) Vendor's Termination for Cause. This Agreement may be terminated by the Vendor 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 Vendor 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, Vendor 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 Vendor to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Vendor in connection with the performance of Services under this Agreement. Vendor 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 (If applicable)

(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 Vendor pursuant to this Agreement, shall be the sole property of the District, except that Vendor 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.

(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 Vendor/Service Provider from LEA/District continue to be the property of and under the control of the District. The Vendor will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Vendor will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Vendor 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 Vendor shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Vendor certifies that a pupil's records shall not be retained or available to the Vendor upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Vendor to ensure compliance with FERPA.
- Vendor 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

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor 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

Vendor shall provide adequate staff and resources to facilitate all Vendor activity. Should Vendor fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Vendor for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Vendor 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 Vendor, its officials, officers, employees, subcontractors, Vendors or agents in connection with the performance of the Vendor'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. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor, 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.

Vendor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Vendor shall not be permitted to have any contact with District pupils until such time as Vendor has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete ATTACHMENT NO. 1 - School Safety Certification Form.)**

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 Vendor and/or its employees will have limited contact with District pupils or if Vendor and/or its employees will be supervised at all times by District staff.

If food service is included in this Agreement, a copy of the County of San Diego, Food Handlers Permit shall be provided.

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.

VENDOR:	**J&G SONS INC. dba Taquizas Los Chuchys**	
Name:	Maria Avila	
Title:	Manager	
Address:	713 Broadway, Suite I	
City/State/Zip Code:	Chula Vista, CA 91910	
Telephone:	619-649-1997	
Email:	loschuchys@hotmail.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	(619) 428-4476 x3003
Email:	Marilyn.adrianzen@sysdschools.org	Patricia.caro@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Vendor 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.//

VENDOR	**DISTRICT**
Taqueria Los Chuchys	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Maria Avila, manager	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
09/28/24	
Date:	Date
	Board Approved:

Revised 02-24-23

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/Vendor's employees and/or SubVendors/Subcontractors may have contact with pupils**.

M.A._____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Vendor shall require their employees, including the employees of any sub-Vendor 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.

M.A_____(*Initial*) Vendor 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).

M.A_____(*Initial*) Vendor 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).

M.A_____(*Initial*) Vendor 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 Vendor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Vendor 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.

M.A_____(*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.

M.A_____(*Initial*) Vendor's individuals/employees and/or SubVendors/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 Vendor's employees/individuals and/or SubVendors/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 Vendor's and SubVendor'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: Taquizas Los Chuchys

Name/title of authorized representative *(Print)* Maria Avila, manager

Signature _____ Date 09/28/24

REVISED 09-13-18

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

These services are optional and at Principal's and District's discretion for school-related events for staff and/or students. This is to authorize the Vendor "Los Chuchys" to conduct business on District facilities. The order forms require School Principal and District's authorized representative (CBO) signatures.

- Vendor will provide a current County of San Diego Health Department Food Handlers Permit before providing services.
- Chuchys employees' must wear protective masks and gloves during the event.
- If the event includes students/children, a Certificated staff member and/or a parent/guardian must accompany student(s) at all times.

Effective May 1, 2024-2025

Taquizas Los Chuchys catering ONSITE service. Cooking onsite is authorized in a safe outdoor area.

Attached you may find a blank order detailed with what this package includes. There is also a page listing Extras that can be added to the package at additional cost. If moving forward with an order, please complete the order form and email it to loschuchys@hotmail.com within 5 days. An email does not secure your date.

We have a price of $16.00 per person. The smallest package or minimum order is $800.00 plus tax for the first 50 people. No smaller package is available for ONSITE service. You may increase to the next packages up, 65 people ($1,040.00 plus tax), 75 people ($1,200.00 plus tax), or 90 people ($1,440.00 plus tax). The service may run up to 2 hours, this is not counting the prep time prior to service.

The package for 100 people has a price of $1,600.00 plus tax. You may increase our next packages up, 120 people ($1,920.00 plus tax), 135 people ($2,160.00 plus tax) or 150 people ($2,400.00 plus tax). The service may run up to 3 hours, this is not counting the prep time prior to service.

Drink Flavors - 2 for every 50 ppl
Horchata, Jamaica, Tamarindo, Lemonade, Lemonade w/ Cucumber, Strawberry, Cantaloupe, Watermelon, Pineapple

- No reservation payment will be required to reserve the order.
- No Travel fee will apply.
- Once the order is submitted and Principal/District approves the order, a payment link will be provided for the reservation payment.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Business Services
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH FRANTZ LAW GROUP

BACKGROUND INFORMATION:
The District desires to engage Frantz Law Group to provide legal services in connection with pursuing claims for damages associated with the Insulin pricing litigation, including the preparation and filing of the District's individual action, ("Action"). Attorneys shall provide those legal services reasonably required to represent the District and shall take reasonable steps to keep the District informed of progress and to respond to District's inquiries.

RECOMMENDATION:
Approve the agreement with Frantz Law Group to provide legal and consulting services to pursue claims for damages associated with the Insulin pricing litigation.

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 #

No cost to the District
(Amount)

N/A
(Name of funding source and/or location)

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

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between San Ysidro School District ("Client" or "District") and Frantz Law Group, APLC ("Attorneys" or "We") and encompasses the following provisions:

1. CONDITIONS. This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. AUTHORIZED REPRESENTATIVES

   A. CLIENT REPRESENTATIVES. Client designates SUPERINTENDENT, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

   B. ATTORNEY REPRESENTATIVES. James Frantz, William Shinoff and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate.

3. SCOPE AND DUTIES. Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Insulin pricing litigation, including the preparation and filing of the District's individual action, ("Action"). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.

4. FEES. Client will pay attorneys' fees of:

   Thirty percent (30%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants

   Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost or common benefit fees; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

   The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery, however, any such award of Attorneys' fees shall be proportionately applied as a credit against Client's obligation to pay its portion of the contingency fee amount and shall not be retained by the Attorneys as a separate payment in addition to the contingency fee.

(1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage.This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

(2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either Signature Resolution; in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed thirty percent (30%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall School District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, Document Management Services, case administration/accounting fees and costs, outside attorney services and other similar items. ATTORNEYS may find it necessary and/or in the CLIENT(S)' best interests to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees, but outside independent contractors. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL COMMON BENEFIT FEES:
Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in the same litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit fees," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation. Court orders a 5% common benefit fee assessment for your claims, we will reduce our contingency fee to 25%

7. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

8. DISCHARGE AND WITHDRAWAL.
   A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
   B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any Dispute arise between them, it must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Signature Resolution at the location closest to the Client or at another mutually acceptable location before a retired judge or other mediator, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by Signature Resolution. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory

Initial _____

binding arbitration before Signature Resolution. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in at the Signature Resolution location closest to the Client or at such other mutually acceptable location, applying California law.

10. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

11. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

12. MULTIPLE REPRESENTATIONS: The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.

13. AGGREGATE SETTLEMENTS: Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by utilizing a neutral to assign settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to

engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.

14. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by District and Attorneys.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

_____
Print Name
Frantz Law Group, APLC

Dated: _____

_____
San Ysidro School District
Gina A. Potter, Ed.D., Superintendent

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: DISPOSAL OF OBSOLETE DOCUMENTS BEYOND LEGAL RETENTION PERIOD - BUSINESS SERVICES

BACKGROUND INFORMATION:
Documents being brought from disposal have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations. There is no further need to retain these records for use in the district. The Business Services Department requests permission to destroy inactive and obsolete invoices documents that are not required to be kept permanently and other internal business documents and reports that are no longer in use and/or that are now kept electronically. The District will use the services of Corodata to shred/destroy this documentation and will provide a certificate of destruction.

RECOMMENDATION:
Approve the disposal and destruction of Business Services documents that have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations. Cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

TBD
(Amount)

General
(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: November 7, 2024

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

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMBERSHIP TO THE CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) 2024-2025

BACKGROUND INFORMATION:
The California Association for Bilingual Education (CABE) is a non-profit organization incorporated in 1976 to promote bilingual education and quality educational experiences for all students in California. CABE has chapters, members and affiliates, along with partnerships with other state and national advocacy organizations working to promote equity and student achievement for students with diverse cultural, racial, and linguistic backgrounds. CABE recognizes and honors the fact that we live in a rich multicultural, global society and that respect for diversity makes us a stronger state and nation.

MEMBERSHIP BENEFITS

- Exclusive Members-Only Events
- Free K-12 Teaching Resources
- Chapter Involvement
- CABE Corner Monthly e-Newsletter
- Multilingual Educator
- Policy and Legislative Updates
- Elections: Vote and Run for Board of Directors
- Professional Learning Services
- Discounts
- CABE Membership Reception
- Scholarship Opportunities
- Affiliate Group Involvement

RECOMMENDATION:
Approve the Membership for the Superintendent & Board Members to the California Association for Bilingual Education (CABE) for 2024-2025 at an approximate cost of $190.00 from the General fund.

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 #

Approx. $190.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

Membership Benefits

Chapter Involvement
CABE members are enrolled in the nearest local chapter at no additional cost, but may choose a different chapter, if desired. The chapter receives 20% of all membership dues for local activities.

Affiliate Group Involvement
If you are a professor working in a bilingual credentialing program, we invite you to join our affiliate, the California Association of Bilingual Teacher Educators. CABTE supports and advocates for strong bilingual teacher education programs statewide and receives 10% of CABE membership dues.

Multilingual Educator and CABE Corner Newsletter
These publications provide news of interest to the CABE Community, as well as updates on the most recent developments in the theory and practice of dual language immersion and English Learner education.

Information Updates
Members receive information via email, website, Facebook and Twitter on current legislative and policy developments in the field of dual language immersion and English Learner education.

Professional Learning Services
CABE offers online, hybrid and in-person local, regional, and state educational seminars and the opportunity to network with other professionals and community members in your field of interest.

Discounts
Members receive discounts on the annual statewide conference and other programs, publications, and materials.

CABE Membership Receptions & Dance
CABE honors members at its annual statewide and regional conferences.

Scholarship Opportunities
CABE recognizes the need for more bilingual educators in the state and supports individuals interested in pursuing careers in bilingual education with various scholarships, including $2,000 CABE Teachership Awards for members seeking bilingual teaching credentials.

Annual Membership Dues

- Parent/Community($20)
- Student ($30)
- Paraprofessional ($35)
- Retired Teacher/Administrator ($40)
- Teacher ($60)
- Administrator ($90)
- Educational Institution ($500)
- Non-Profit Organization ($500)
- Commercial Organization ($750)

Ready to join or renew your membership?

Enroll online at www.GoCABE.org or request a paper application by mail.

Membership questions? Contact us:

California Association for Bilingual Education
20888 Amar Road • Walnut, CA 91789
membership@gocabe.org • www.GoCABE.org
(626) 814-4441 phone • (626) 814-4640 fax

Follow us:

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Biliteracy, Multicultural Competency, and Educational Equity for All

—CABE Vision

cabe

California Association for Bilingual Education

The premier organization in California for English Learner and Biliteracy Services

About CABE

The California Association for Bilingual Education (CABE) is a non-profit organization incorporated in 1976 to promote biliteracy and dual language immersion education for all students in California. CABE has chapters, members and affiliates, along with partnerships with other state and national advocacy organizations working to promote equity and student achievement for students with diverse cultural, racial, and linguistic backgrounds. CABE recognizes and honors the fact that we live in a rich multicultural, global society and that respect for diversity makes us a stronger state and nation.

CABE's Mission

To support the vision of biliteracy, multicultural competency and educational equity for all students, we will embody our shared values by implementing priorities, initiatives and services designed to increase California's capacity to create caring and highly effective learning environments that promote multiliteracy and support English Learners and all diverse populations to graduate college, career, and globally prepared to live their lives to their fullest potential.

Join CABE today!

Support the CABE Vision and Mission by joining a local CABE chapter or affiliate. By becoming a CABE member, you can ensure that your voice is heard and that your actions make a difference!

cabe

California Association for Bilingual Education

CABE Services

Professional Learning Services

- The latest in professional learning for English Learner, Biliteracy, and Dual Language Immersion programs
- Customized training for schools and districts
- Resources and answers to your questions regarding English Learners

Programs and Events

- Statewide annual conference with thousands of participants
- Access to top researchers, authors, speakers, educators and community leaders
- Regional conferences and intensive teacher institutes throughout California

Parent and Family Engagement

- Project 2INSPIRE Parent Leadership Training
- Newcomer Family Leadership Sessions
- Dual Language Immersion Parent Leadership Training
- DELAC and ELAC support
- Plaza Comunitaria
- Support for Immigrant and Refugee Students
- Community Liaison Leadership Training on Family Engagement

Advocacy

- Presence in Sacramento to advocate for educational equity and access for linguistically and culturally diverse students
- Up-to-date reports and urgent action notices
- Partnerships with other advocacy organizations

Communication

- Regular updates via website, Facebook, and other social media
- CABE Corner monthly newsletter and Multilingual Educator magazine

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH UNIVERSITY OF DENVER THROUGH MORGRIDGE COLLEGE OF EDUCATION

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with the University of Denver through its Morgridge College of Education School Counseling Program. This agreement serves the purpose of providing field placements for educational and on-the-job training experiences that would be beneficial to graduate students of the Morgridge College of Education School Counseling.

The term of this agreement shall commence on October 18, 2024, and will remain in effect for one year. This Agreement shall automatically renew for up to four (4) one-year periods upon each anniversary of the Effective date (not to exceed October 17, 2029).

RECOMMENDATION:
Approve the agreement with the University of Denver through its Morgridge College of Education for field placements for educational and on-the-job training experiences that would benefit graduate students of the Morgridge College of Education School Counseling.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **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

Morgridge College of Education
UNIVERSITY OF DENVER

SchoolCounseling@Denver Program
1999 E. Evans Ave.
Denver, CO 80208
https://morgridge.du.edu/

The University of Denver through its Morgridge College of Education SchoolCounseling@Denver Program AGENCY AFFILIATION AGREEMENT

The University of Denver ("University") through its Morgridge College of Education ("School") and San Ysidro School District ("Agency") enter into this Agency Agreement ("Agreement") for Agency to provide field placements for educational and on-the-job training experiences that would be beneficial to graduate students of the Morgridge College of Education SchoolCounseling@Denver Program. The parties hereby agree as follows:

1. This Agreement will become effective on the date last signed ("Effective Date") and will remain in effect for a period of one year. This Agreement shall automatically renew for up to four (4) one year periods upon each anniversary of the Effective Date, unless earlier terminated upon 60 days written notice by either party. Any termination by Agency shall not be effective, at the election of School, as to any student then participating in a field placement under this Agreement until said student has completed the field placement for that academic term.

2. Agency and School will mutually agree on student assignments and the accepted level of academic preparation required for each student.

3. Agency and School mutually agree to follow the standards and guidelines of field instruction as outlined in the prevailing SchoolCounseling@Denver Program Internship Handbook ("Handbook"), found at https://du.digication.com/scpi/program-documents-and-forms and incorporated into this Agreement by reference. Updates to the Handbook will become effective upon publication to the above website. School will notify Agency by email of any material changes to the Handbook impacting the Agency prior to the change being published and becoming effective. Agency's acceptance of students for field placement constitutes Agency's agreement to be bound by the Handbook and any changes/updates thereto.

4. Each party agrees that no student in a field placement will be deemed to be an employee of School or Agency. Each party agrees that the primary purpose of the placement is for the students' learning. It is further understood that the student shall not at any time replace or substitute for any Agency employee. Students in unpaid internships shall not be compensated or receive any benefits (including workers' compensation) from Agency.

5. School agrees with the provisions of California Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice and will inform students that they will be required to comply with the same. School's students shall not be permitted to have any contact with Agency's pupils until such time as Student has verified in writing to the Agency that they have complied with Education Code Section 45125.1.

6. All Agency facilities are drug and tobacco-free facilities, any drug, alcohol and/or tobacco/vape use (smoked or smokeless) is prohibited at all times on all areas of the Agency's facilities.

7. Agency shall keep confidential any student records obtained or created by Agency in accordance with the requirements of the Family Education Rights and Privacy Act (20 U.S.C. § 1232 g) ("FERPA")

and the rules and regulations promulgated thereunder and University's FERPA policy, found at https://www.du.edu/registrar/privacy/index.html.

8. Each party agrees to comply, at its own expense, with the provisions of all state, local, federal and tribal laws, regulations, ordinances, requirements and codes which are applicable to this Agreement.

9. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, agent or employment relationship as between the University/School, Student, and Agency.

10. Indemnification: Parties mutually agree to protect, save, defend, indemnify and hold harmless each other, 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, 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 either Party, Parties' agents, officers, employees, subcontractors, or independent contractors hired by Parties under this Agreement. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party.

11. All Coverages. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail written notice to the other Party, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to the Parties, their directors, officials, officers, employees, agents and volunteers.

12. Without limiting any liabilities or any other obligation, the Parties shall maintain the minimum insurance coverage below:

a. Commercial General Liability with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate which shall include Sexual Abuse and Molestation coverage.
b. Workers' Compensation insurance with statutory amounts as required by law. Agency agrees to adhere to all state Workers' Compensation laws applicable to internships. In the case of unpaid internships, University will provide Workers' Compensation in accordance with applicable state law.
c. Professional Liability insurance appropriate to the Parties' profession with minimum limits of $1,000,000 per occurrence or claim and $3,000,000 aggregate.
d. Automobile Liability insurance with a minimum of $1,000,000 combined single limit

Certificates of Insurance acceptable to the Agency and University shall be issued and delivered prior to the commencement of the services defined in this Agreement. Failure by either Party to meet and maintain these requirements for the duration of the Agreement shall constitute a material breach of contract, upon which either Party may immediately terminate this Agreement.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the law 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.

14. Neither party has the authority to act for the other party, or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the other party.

15. The parties agree that in the performance of this Agreement there will be no discrimination against students, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, disability, gender expression, gender identity, genetic background, veteran status or marital status.

16. 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 personal service, email or U.S. Mail, mailed certified mail with return receipt requested to the following:

School:	Agency:
Dr. Stacy Pinto, PhD 1999 E. Evans Avenue Denver, CO 80208 (303) 871-2832 Stacy.Pinto@du.edu	Manuel Bojorquez Director of Human Resources 4350 Otay Mesa Road San Ysidro, CA 92173 manuel.bojorquez@sysdschools.org (619) 428-4476

17. The person signing for each party below represents that they have the proper signature authority to bind their respective party to the terms of this Agreement.

UNIVERSITY:
University of Denver through its
Morgridge College of Education
School Counseling@Denver Program
1999 E. Evans Ave.
Denver, CO 80208

Name: Michelle Knight-Manuel, Ph.D.
Title: Dean, Morgridge College of Education

Signature: _____
Date: _____

AGENCY:
Name: San Ysidro School District
Address: 4350 Otay Mesa Road
San Ysidro, CA 92154

Name: Marilyn Adrianzen
Title: Chief Business Official

Signature: _____
Date: _____
Board approved: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Manuel Bojorquez, Assistant Superintendent of Educational Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: GRANT AWARD FOR THE CALIFORNIA COMMUNITY SCHOOLS PARTNERSHIP PROGRAM, IMPLEMENTATION COHORT 3

BACKGROUND INFORMATION:

The District has been awarded the California Community Schools Partnership Program (CCSPP) Implementation Grant in the amount of $5,700,000.00 for fiscal years 2024-2029. The award is contingent upon the availability of funds. The grant will support the expansion, continuation, or addition of community schools in accordance with the CCSPP application.

RECOMMENDATION:

Accept the Grant Award for the California Community Schools Partnership Program (CCSPP), Implementation, Cohort 3 for fiscal years 2024-2029 in the amount of $5,700,000.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #3: **PARENT ENGAGEMENT** Increase parent engagement, involvement, and satisfaction with the educational process annually. **3.4 Parent Communication Support**
Improve communication between home and school, enhance websites, provide updates on student progress, and notify parents about district and school events. Ensure access to families with language support.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$5,700,000
(Amount)

CCSPP Grant
(Name of funding source and/or location)

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

Grant Award Notification

Gina Potter, Superintendent San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173-1617	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	2024	25764	68379	00
Attention: Russell Little, Assistant Superintendent of Educational Leadership and Pupil Services	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office, Grant Funds	Resource Code		Revenue Object Code	37
Telephone (619) 428-4476	6332		8590	INDEX
Name of Grant Program California Community Schools Partnership Program: Implementation Grant, Cohort 3				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$5,700,000	N/A	$5,700,000	N/A	07/01/2024	06/30/2029

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
N/A	N/A	N/A	N/A

San Ysidro Elementary has been funded for the California Community Schools Partnership Program (CCSPP) Implementation Grant.

This award is contingent upon the availability of funds. If the Legislature reduces or defers the funding upon which this award is based, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Janet Morrison, Associate Governmental Program Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact Art Cruz	**Job Title** Education Programs Consultant
E-mail Address CCSPP@cde.ca.gov	**Telephone** 916-982-2189
Signature of the State Superintendent of Public Instruction or Designee Tony Thurmond	**Date** September 18, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	**Title**
E-mail Address	**Telephone**
Signature	**Date**

Grant Award Notification (Continued)

The following Grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. No extensions of this grant will be allowed.
3. The grantee will support the expansion, continuation, or addition of community schools in accordance with the CCSPP application that was submitted by the grantee. The purpose of this program is to help build the capacity of local educational agencies (LEAs) to plan, implement, and coordinate community schools. The AO-400 is in accordance with the provisions of California *Education Code* (*EC*) sections 8900 through 8902 and the Community Schools Framework. These funds may not supplant current costs. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including, but not limited to, the *EC*.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Scheduled payments of grant funds will be as follows:
   - The first payment: 90 percent of the grant funds for the first program year will be released upon completion and return of the AO-400 and the receipt and approval by the Community Schools Office (CSO) of a community school plan for each new community school, as indicated in the grantee's application, before funds can be released.
   - The second through fifth payment: 90 percent of the grant funds for the current program year and five percent from the previous year's withholding will be released upon the receipt and approval by the CSO and/or a Technical Assistance Center (TAC) of the Annual Progress Report, Implementation Plan Update, Sustainability Plan, and Expenditure Report that is due annually no later than June 30, 2025, June 30, 2026, June 30, 2027, and June 30, 2028, before funds can be released.
   - The final payment: the remaining portion thereof the entire grant budget pending receipt and approval by the CCSPP and/or a TAC of the required End of Project Report and Expenditure Report that is due no later than June 30, 2029, before funds can be released.
6. General Assurances are hereby incorporated by reference. The CDE has agreed to accept the assurances currently provided in the LEAs Consolidated Application. The CDE will verify if the agency has submitted the required certifications and assurances.
7. The grantee agrees to submit all required deliverables no later than the due dates set forth in the RFA. The grantee also agrees to participate in technical assistance activities provided by the CDE, Lead and Regional TAC(s). Late submissions will delay progress payments. All required reports must be approved by the CSO and/or a TAC before progress payments are made. Failure to submit the required deliverables by the established due dates may jeopardize LEA funding. Late or non-submission of the required deliverables may result in termination of the grant with the CDE and the billing for any funds given to the LEA in advance. Failure to submit required deliverables may also jeopardize future eligibility for grant funding.
8. Under the authority of the CDE, if the LEA is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. LEAs with sanctions will receive notification of special conditions. No payments will be released to LEAs with special conditions until the CDE receives written notification from the LEA agreeing to the special conditions.

If there are any questions regarding the CCSPP grant requirements, please email CCSPP@cde.ca.gov.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Manuel Bojorquez, Assistant Superintendent of Educational Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: GRANT AWARD FOR THE EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM

BACKGROUND INFORMATION:
The Education for Homeless Children and Youth (EHCY) Program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act and is administered by the California Department of Education (CDE).

The District has been awarded the Education for Homeless Children and Youth (EHCY) in the amount of $79,059.60 for fiscal year 2024-2025. This funding is intended to implement some of the new provisions within the Every Student Succeeds Act (ESSA) as it relates to the EHCY Program as well as for countywide activities, such as professional development and technical assistance to all local home liaisons that are required to identify and meet the needs of homeless children and youth. The funds are contingent upon the availability of funds.

RECOMMENDATION:
Accept the Grant Award for the Education for Homeless Children and Your Program (EHCY) for fiscal year 2024-2025 in the amount of $79,059.60.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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.

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

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?
☐ Yes ☐ No

Requisition #

$79,059.60
(Amount)

EHCY Grant Award
(Name of funding source and/or location)

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

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
San Ysidro 4350 Otay Mesa Rd. San Ysidro, CA 92173	24	14332	6837	00

Attention	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Gina Potter, Superintendent			
Program Office San Ysidro	**Resource Code**	**Revenue Object Code**	37
Telephone (619) 428-4476 Ext. 3021	5630	8290	**INDEX**
Name of Grant Program Education for Homeless Children and Youth			0510

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$79,059.60		$79,059.60		7/1/2024	6/30/2025

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.196A	S196A210005	Education for Homeless Children and Youth	U.S. Department of Education

I am pleased to inform you that you have been awarded the 2024-25 Education for Homeless Children and Youth (EHCY) Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) and Budget within 10 days of receipt to:

Jennifer Thao, Associate Governmental Program Analyst
Grant Administration and Support Office
California Department of Education
1430 N Street, Suite 6208
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Jennifer Thao	Associate Governmental Program Analyst
E-mail Address JThao@cde.ca.gov	**Telephone** 916-319-0717
Signature of the State Superintendent of Public Instruction or Designee Tony Thurmond	**Date** October 3, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Gina A. Potter, Ed.D.	Superintendent
E-mail Address gina.potter@sysdschools.org	**Telephone** (619) 428-4476
Signature	**Date** 10-30-24

Grant Award Notification (Continued)

1. The purpose of the EHCY grant is to facilitate the identification, enrollment, attendance, and success in school for children and youth experiencing homelessness. In addition, the grant will help ensure children and youth experiencing homelessness have equal access to the same free, appropriate public education as provided to all other children and youth. General Assurances and Certifications are requirements of grantees as a condition of receiving funds. Ensure that your county has a copy of the General Assurances available for compliance reviews, complaint investigations, or audits. The General Assurances are available on the California Department of Education (CDE) General Assurances web page at https://www.cde.ca.gov/fg/fo/fm/generalassurances2024-25.asp. Carryover of EHCY funds is not allowed.

2. The grantee must comply with the requirements that pertain to Title 34 of the Code of Federal Regulations Part 80 and Section 80.21. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. When reporting and remitting federal interest to the CDE, please send interest on federal cash balances that exceed $100 per year earned on payments to the CDE at the following address: California Department of Education, Attention: Cashier's Office, P.O. Box 515006, Sacramento, CA 95851.

Fiscal Reports and Payment Process

3. Grantees are required to submit an annual budget and four expenditure reports (ER) each year.

Reporting Period for 2024-25	CDE Due Date:
(ER 1) July 1, 2024, through September 30, 2024	October 31, 2024
(ER 2) October 1, 2024, through December 31, 2024	January 31, 2025
(ER 3) January 1, 2025, through March 31, 2025	April 30, 2025
(ER 4) April 1, 2025, through June 30, 2025	July 31, 2025

Late reports will require a Justification for Late Expenditure Report form to be completed and submitted with your Expenditure Report. Failure to submit the required reports will result in an invoice from the CDE for the entire amount of any grant funds advanced. Failure to expend the total grant award amount by June 30, 2025, may result in a billing due to overpayment of grant funds.

4. Grantees will receive an initial payment of 50 percent of the grant award after having met all requirements and submitting the signed GAN (AO-400) and Budget. The second payment of 20 percent will be disbursed after receipt of the second quarterly expenditure report, ER2, if the grantee shows they have spent 50 percent or more of the initial payment. The third payment of 20 percent will be disbursed after receipt of the third quarterly expenditure report, ER3, if the grantee shows they have spent 50 percent of funds advanced thus far. The final payment of up to 10 percent will be disbursed after the grantee has submitted the close-out expenditure report, ER4, and required deliverables due July 31, 2025.

5. If at least 50 percent of the initial payment has not been expended by December 31, 2024, the EHCY Expenditure Plan form must be submitted to JThao@cde.ca.gov no later than January 31, 2025.

6. Budget changes that are more than 10 percent in each line item require advanced approval from the CDE. If the grantee wishes to change an approved Budget, a Budget Change Request (BCR) must be submitted. All BCRs must be submitted no later than May 15, 2025, to JThao@cde.ca.gov.

7. EHCY grantees are required to participate in the annual coordinator's meeting.

Failure to comply with these conditions may result in suspension of payments under the grant award or termination of the grant award. If the CDE determines that the grantee violated the certification by failing to carry out these conditions, the grantee may be ineligible for any future grant awards.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Preschool & Child Development Programs
Julie Pretzer, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM (SDQPI) AGREEMENT FOR 2024-2025

BACKGROUND INFORMATION:
The San Diego Quality Preschool Initiative (SDQPI) Program from San Diego County Office of Education (SDCOE) has amended their County Agreement No. 23240263 for fiscal year 2024-25 with the San Ysidro School District due to receiving a Tier 5 and Tier 4 ratings from California Quality Rating and Improvement System (QRIS) for having a high-quality preschool program.

SDCOE will provide an increase to funding to agencies operating a Tier 4 or Tier 5 California Department of Education (CDE) funded California State Preschool Program (CSPP) contract, in accordance to the CSPP Quality Site Block Grant, contingent on the contractors' CSPP sites' continuing SDQPI participation.

RECOMMENDATION:
Approve/Ratify Amendment No. 2 to the San Diego Quality Preschool Initiative Program Agreement No. 23240263 for fiscal year 2024-25 to provide funds for the California State Preschool Program (CSPP) in an amount up to $44,000.00.

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 #

REVENUE	Preschool & Child Development SDQPI CSPP Quality Block Grant
$44,000.00	
(Amount)	(Name of funding source and/or location)

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

AMENDMENT #2 TO AGREEMENT
No. 23240263

This Amendment to Agreement No. 23240263 ("**Amendment**") is dated as of October 25, 2023 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Provider**"). County and Provider may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

A. County and Provider are parties to County Agreement No. 23240263 dated June 27, 2023. Subsequently the Agreement was amended on October 25, 2023 . The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
B. The Parties wish to amend the Agreement as stated below.
C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- Amend item 4. Compensation and Reimbursement to read as follows:
  SDCOE will provide funding to agencies operating a California Department of Education (CDE) funded California State Preschool Program (CSPP) CSPP contract participating in San Diego Quality Preschool Initiative (SDQPI) who undergo rating in accordance to the CSPP Quality Block Grant Quality Counts California (QCC) Quality Rating and Improvement System (QRIS), and receive a Tier rating of 4 or 5. A contract amendment will be issued with compensation amounts and fiscal requirements, based on county-wide participation and available funding.

  For the fiscal year 2024-25, the SDCOE will compensate Provider a total of FORTY-FOUR THOUSAND AND 00/100 DOLLARS ($44,000.00). Provider shall invoice for the full amount when submitting this signed amendment. All payments are made based upon a net 60 basis from the date this amendment is fully executed.

- Include **Exhibit "F":** CSPP Quality Site Block Grant Fiscal Requirements and related attachments.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Marilyn Adrianzen
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	Chief Business Official
Title	Title
Date	Date
	Board approved:_____

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services
Exhibit "F": CSPP Quality Site Block Grant Fiscal Requirements

1. CSPP Quality Site Block Grant

The 2024-25 CSPP Quality Site Block Grant extends from July 1, 2024 through June 30, 2025. Funding is contingent on the site continuing to participate during the 2024-25 school year. The Quality Site Block Grant amount for FY 2024-25 has been determined based on QCC rating of 4 or 5 as of June 30, 2024. Tier 4 sites shall receive $12,000.00 per site, and Tier 5 sites shall receive $16,000.00 per site. Your funding calculation is attached as **Exhibit "F" – Attachment 1.**

2. Invoicing Requirements

Agencies shall submit a single invoice for payment of funds. Provider shall invoice for the full amount when submitting this signed amendment. Provider shall submit an invoice via email to the SDCOE Budget Technician.

3. Reporting Requirements

Agencies shall submit expenditure reports with a summary of expenses on the template included in **Exhibit "F"– Attachment 2,** twice per year. The first report is due on January 21, 2025, for expenditures from July 1, 2024 to December 31, 2024. The second report is due on July 21, 2025, for expenditures from January 1, 2025 to June 30, 2025. Funds should be spent by June 30, 2025. Any unspent funds can carryover an additional year. Carryover funds must be fully spent by June 30, 2026. Instructions for additional reporting for carryover funds will be sent to providers on an as needed basis.

Provider is responsible for completing budget reporting requirements to SDCOE and/or CDE as determined by CDE.

4. Expenditure Guidelines

The purpose of the CSPP QRIS Block Grant is to improve quality for CSPP programs participating in QCC. Funding may not be stored or accumulated for use in future years.

Site Block Grants may be spent on:

- Classroom equipment
- Classroom furniture
- Classroom materials and manipulatives
- Minor facilities improvements
- Classroom improvements to accommodate students with disabilities
- Community Outreach
- Professional Development (workshop, trainings, coaching, etc.)
- Education software (for example, Learning Genie, ASQ Online, etc.)

Site Block Grants may not be spent on:

- Major facilities improvements (for example, playgrounds)

- Savings for future, anticipated expenses
- Teacher bonuses (this includes any direct payments to teachers not tied to participation in quality improvement activities)
    - Bonuses for teacher retention are not allowable

The following are examples of how Site Block Grants and Incentives may be used by providers:

- Classroom learning materials (manipulatives, utensils, dramatic play props, art supplies)
- Professional conferences and travel
- Professional development (training, coaching, etc.)
- Stipends for staff participation in professional development and quality-related activities
- Appropriate and functional classroom furniture and equipment (rugs, chairs and tables of appropriate height for the children's age, nap mats, dramatic play furniture, classroom organization materials)
- Accommodations for children with disabilities, including materials, equipment and supplies that support the learning of all children (stools, diaper table with stairs, flexible and adaptive seating, sensory materials, etc.)
- Age-appropriate equipment and supplies for outdoor learning environments (tricycles, balls, picnic tables, sensory tables, proper storage for outdoor supplies, shade awnings and coverings, outdoor mud kitchen, outdoor easels, gardening materials, etc.)
- Family outreach and engagement (bulletin board for families, family events, light refreshments for family events and teacher conferences, etc.)

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services

Exhibit "F": CSPP Quality Site Block Grant
Fiscal Requirements
Attachment 1: 2024-25 CSPP Quality Site Block Grant

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

2024-25 CSPP Quality Site Block Grant for San Ysidro School District

Quality Site Block Grant amount for FY 2024-25 has been determined based on QCC rating of 4 or 5 as of June 30, 2024. Tier 4 sites shall receive $12,000.00 per site, and Tier 5 sites shall receive $16,000.00 per site. Your CSPP Quality Site Block Grant amount is calculated as follows:

	Number of sites at each Tier level	Total Dollar Amount based on number of sites at each tier level
QCC Tier 5:	2	$32,000.00
QCC Tier 4:	1	$12,000.00
Total CSPP Quality Site Block Grant Amount		**$44,000.00**

CSPP sites receiving a Quality Site Block Grant:

Ocean View Hills Preschool	4
Smythe/CDC Preschool	5
Sunset Preschool	5

The Quality Site Block Grant amounts for fiscal year 2024-25 above are final.

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES℠

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services

Exhibit "F": CSPP Quality Site Block Grant
Fiscal Requirements
Attachment 2: Reporting Template

NAME of Contractor				
E-MAIL TO sylvia.munoz@sdcoe.net Considering the CSPP Quality Site Block Grant received, please indicate how much was spent in the corresponding categories.	Amount spent from July 1, 2024 - December 31, 2024	Amount spent from January 1, 2025 - June 30, 2025	Total amount spent (Columns B+C)	Expenditure Description
Personnel				
Salaries			$ -	
Benefits			$ -	
Total Personnel	$ -	$ -	$ -	
Operations				
Materials and Supplies			$ -	
Travel			$ -	
Contractual			$ -	
Other: (Please specify)			$ -	
Total Operations	$ -	$ -	$ -	
Total Direct Costs	$ -	$ -	$ -	
Indirect Cost			$ -	
Grand Total	$ -	$ -	$ -	

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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: $129.00/hour
SLPA: $85.00/hour
Behavioral/Interventions Specialist: $65.00/hour
Special Education Teacher: $95.00/hour
School Psychologist: $129.00

RECOMMENDATION:

Approve/Ratify the agreement with Birch Agency to provide special education services on a temporary basis for students with special needs during the 2024-25 school year. Cost implications will be paid from the Special Education 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? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

TBD
(Amount)

Special Education 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 18th day of October, 2024, 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: September 16, 2024 To June 30, 2025

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

9/5/24

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**.

JC (*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.

JC (*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).

JC (*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).

JC *(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.)

JC (*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.

JC (*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.

JC (*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 9/5/24

EXHIBIT A

SCOPE OF WORK AND FEES

BIRCH AGENCY

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	Bill Rate Range
Speech Pathologist	$90-129/hr
Speech Pathologist Assistant	$75-85/hr
Occupational Therapist Assistant	$75-95/hr
Occupational Therapist	$90-129/hr
Physical Therapist Assistant	$75-95/hr
Physical Therapist	$90-129/hr
Sign Language Interpreter	$69-85/hr
School Psychologist	$90-129/hr
School Social Worker	$75-95/hr
School Nurse	$75-95/hr
School LPN	$59-69/hr
Orientation and Mobility Specialist	$89-119/hr
Teacher of the Visually Impaired	$89-119/hr
Teacher of the Deaf and Hard of Hearing	$89-119/hr
Behavioral/Intervention Specialist	$50-65/hr
Special Education Teachers	$80-95/hr
General Education Teachers	$75-95/hr
Art/Music/Band Teachers	$72-92/hr
Paraprofessionals/Educational Aides/Teacher Aides	$50-60/hr
Special Education Supervisors/Case Managers	$85-98/hr

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EDTHEORY, LLC

BACKGROUND INFORMATION:

Since the San Ysidro School District has a shortage of special education teachers, the district is contracting with outside staffing agencies to provide these services to students who receive special education services per their Individualized Education Program (IEP).

EdTheory, LLC has been selected by our district to provide a credentialed special education teacher.

Cost Implication: $98.00/hr.

RECOMMENDATION:

Approve the agreement with EdTheory, LLC to provide a credentialed special education teacher for the 2024-2025 school year. Cost implications will be paid from the Special Education 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? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

TBD
(Amount)

Special Education
(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 18th day of October, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

EdTheory, LLC	925-215-7747
Company/Consultant	Telephone Number
6701 Koll Center Pkwy Suite 250, Pleasanton, CA 94566	www.edtheory.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: October 1, 2024 To June 30, 2025

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:	**EdTheory, LLC**
Name:	Marvel Philip
Title:	Chief Executive Officer
Address:	6701 Koll Center Pkwy Suite 250
City/State/Zip Code:	Pleasanton CA 94566
Telephone:	925-215-7747
Email:	marvel@edtheory.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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
EDTheory, LLC	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Marvel Philip, Chief Executive Officer	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
9/20/2024	
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**.

MP_____(*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.

MP_____(*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).

MP_____(*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).

MP_____*(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.)

MP_____(*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.

MP_____(*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.

MP_____(*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: EdTheory, LLC

Name/title of authorized representative *(Print)* Marvel Philip, Chief Executive Officer

Signature _____ Date 9/20/2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK AND FEES

SDC Teacher Hourly Rate $98.00 – See attached job description

TITLE: Special Day Class Teacher

BASIC FUNCTION: Under the direction of the site Principal and in cooperation with the Special Education department, the SDC Teacher is responsible for providing consultation, coordination planning, evaluation, remediation and direct instructional services for students with special needs as directed by the Individualized Education Plan (IEP).

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.)

- Upon identification of a child with disabilities, conducts diagnostic evaluation of child's learning disabilities and academic performance.
- Teaches students who have the majority of their instruction provided by a special education teacher keeping with their abilities and alignment with district adopted core curriculum and state standards.
- Prepares individualized education plan (IEP) and determines goals for student with emphasis on students' academic, socio-emotional, and/or behavior needs.
- May serve as a member of the Student Study Team and IEP team as deemed appropriate
- Serves as the primary case manager for Special Education services for students in a classroom and ensures that the IEP is implemented as written and as agreed to by the IEP team.
- Provides integrated learning opportunities in appropriate subjects as deemed appropriate by the IEP team.
- Provides guidance to and utilizes instructional aides to assist with instruction in a variety of environments, including both individual and groups, in an effective manner.
- Confers frequently with parents and service providers and staff members on the planning, implementation, and evaluation of each student's progress.
- Confers with designated service providers and/or outside agencies regarding eligibility for specific needs within the educational service model.
- Maintains ongoing communication with parents/guardians and outside professional consultants and agencies as appropriate to the needs of the student.
- Maintains professional growth in the knowledge, laws, regulations, and practices of the education of students with special needs that will enable him/her to work more effectively with children.
- Maintains ongoing communication with the site principal and other appropriate district personnel to facilitate the concept of mainstreaming and integration of students on a regular basis.
- Completes all required individual testing, data, reports, etc., that may be required for the assigned child.
- Uses data collection to measure student achievement, guide instructional decisions and modify goals as necessary.
- Maintains necessary progress records and submits reports as required in alignment to IEP goals.

- Attends site and district level meetings, as well as out of district meetings and/or conferences when possible.
- Perform other duties as assigned.

KNOWLEDGE

- Demonstrate knowledge of oral and written communication skills, a thorough understanding of Common Core Standards, and various instructional and management strategies.
- Demonstrate knowledge of programs for students with disabilities.
- Demonstrate proficiency in the use of technology (i.e. software, etc.) and technological devices and how the utilization of such technology improves the delivery of curriculum and increases student performance.

ABILITIES

- Ability to meet deadlines and schedules.
- Ability to establish and maintain cooperative and effective working relationships with others.
- Ability to maintain a variety of reports and files related to assigned activities.

MINIMUM QUALIFICATIONS:
EDUCATION AND EXPERIENCE

- Education Specialist Credential
- Autism Authorization
- BS/BA degree

DESIRED QUALIFICATIONS:

- Bilingual and Biliterate (English / Spanish)

WORKING CONDITIONS

Indoor and outdoor school settings which can include office and outdoor interactions.

PHYSICAL REQUIREMENTS:

Sufficient stamina and agility to stand, walk, run, sit, squat, bend, crawl, climb, twist, push, pull, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies on a daily basis to perform various activities in the classroom and playground area. Sufficient strength to lift, move, and/or carry various items in the classroom and outdoors up to 25 lbs. Hearing and speaking to exchange information, instructional concepts to children and discuss them with adults, 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.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SOLIANT HEALTH, LLC

BACKGROUND INFORMATION:

Soliant Health, LLC a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPA) and Behavior Intervention 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.

Cost Implications: SLP: $90.00 per hour
SLPA: $70.00 per hour
Psychological Services: $94.26 per hour
Behavior Intervention Services: $94.26 per hour
Registered Behavior Technician: $70.00 per hour

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Master Contract with Soliant Health, LLC to provide several special education services for students with special needs during school year 2024-2025. Cost implications will be paid from the Special Education 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 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

To be determined	Special Education
(Amount)	(Name of funding source and/or location)

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

2024-2025
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2024-2025

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2024-2025
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2024-2025

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San Diego County Nonpublic Master Contract
Main Document

2024-2025

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Soliant Health, LLC ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2024-2025 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2024 to June 30, 2025. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2024, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2024), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the 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, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided**.** Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contact term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider’s licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter “Indemnified Parties”) from and against any and all costs, claims, demands, expenses or liabilities (collectively “liabilities”), to the extent such liabilities arise from CONTRACTOR’S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	$1,000,000/3,000,000
Professional Liability	$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

Notices to the LEA:			Notices to the CONTRACTOR:		
Marilyn Adrianzen, Chief Business Official			Israel Childs		
Name/Title			Name/Title		
San Ysidro School District			Soliant Health, LLC		
Local Education Agency			Nonpublic		
4350 Otay Mesa Road			5550 Peachtree Parkway, Suite 300		
Address			Address		
San Ysidro	CA	92173	Peachtree Corners	GA	30092
City	State	Zip	City	State	Zip
(619) 428-4476			(770) 325 - 0316		
Phone			Phone		
(619) 428-9355			( )		
Facsimile			Facsimile		
marilyn.adrianzen@sysdschools.org			israel.childs@soliant.com		
Email Address			Email Address		

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on September 23, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Soliant Health, LLC

Melissa Korn

Melissa Korn
Division Director
September 26, 2024 12:06 UTC
IP: 24.98.201.226

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

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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: Soliant Health, LLC

CONTRACTOR NPA ID NUMBER: 9900057

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	hr
Language and Speech (415) - Licensed SLP-A	$70.00	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)		
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)	$94.26	hr
Behavior Intervention Services (535) – BI Design	$94.26	hr
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	$70.00	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)		

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
Soliant Health, LLC

Melissa Korn

Melissa Korn
Division Director
September 26, 2024 12:06 UTC
IP: 24.98.201.226

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

.SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Maintenance, Operations, Transportation & Facilities
Jose Iniguez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ACE COOLERS, INC.

BACKGROUND INFORMATION:
During the year, maintenance and repairs services are needed for HVAC equipment and refrigeration equipment. The District would like to retain the services of ACE Coolers for school year 2024-25.

RECOMMENDATION:
Approve/Ratify the agreement with ACE Coolers, Inc. to provide maintenance and repair services for HVAC and refrigeration equipment at District school sites during school year 2024-25. Cost implications will be paid from the Routine Restricted Maintenance Account.

LCAP GOAL AND ACTION/SERVICE (please indicate):
2.3 Ensure additional staff are available to maintain facilities, guaranteeing safety and access for all students, including those from unduplicated at each school site. Maximize personnel usage to ensure student safety and equitable access.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

TBD
(Amount)

Routine Restricted Maintenance Account
(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, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on __October 18, 2024____by and between **ACE COOLERS, INC..** hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on **JULY 1, 2024** with work to be completed on or before **JUNE 30, 2025** ☒ **on an "as needed" basis.**

2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

PROJECT NAME AND BRIEF DESCRIPTION
Refer to Exhibit A for Services and Rates. The services will be executed generally using the following procedure: 1. The Contractor will propose a task-specific fee based on its approved standard hourly rates to investigate the cause/condition of each proposed work. 2. Once the scoping fee is approved, the need/cause will be identified and scoped. 3. The Contractor will provide a task proposal to address the need on a time and material basis. 4. If the scope is successfully negotiated, the Contractor shall proceed to provide the needed work only if the District has signed and agreed to the scope, price, and date for completion of that task, incorporating the scoping cost into a single final task order.

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

- Scope of Work Statement (Exhibit A)
- Certificates of Liability Insurance
- Additional Insured Endorsement(s)
- Worker's Compensation Insurance (as required by law)
- Waiver of Subrogation for both General Liability and Workers' Compensation
- School Safety Certification Form
- IRS Form W-9

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.

10. 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.

11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

Ace Coolers

Authorized Signature

Name

TITLE: Service Coordinator

LICENSE NUMBER: 817579

ADDRESS: 7852 Raytheon Road
San Diego CA 92111

DATE: 9/18/2024

TEL # 858-541-2623

EMAIL: service@acecoolers.com

SAN YSIDRO SCHOOL DISTRICT

Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED:

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

Ace Coolers, Inc
Cooling & Freezing Specialists
License # 817579

2024 – 2025 Labor rates:

Regular business hours: 7am – 4pm Monday – Friday:

Labor rates Initial Charge + First Hour ($130/hr)	$230.00 first hour
(Includes $100 Travel/Truck Fee)	
Labor rate subsequent Hour:	$130.00 hrly rate
*Overtime Initial First Hour:	$345.00 first OT hr
(Includes $150 Travel/Truck Fee)	
*Overtime rate subsequent Hour:	$195.00 hrly rate

*24-hour service

SERVICES PROVIDED:

- Cleaning, maintaining, and repairing of all food cooling & freezing equipment: i.e. coolers, walk-ins, freezers, ice machines, blast chillers & Glycol systems.
- Cleaning, maintaining, and repairing of all HVAC equipment: i.e. exhaust fans, AC units, heaters.
- Providing and installation of Walk-Ins, refrigeration equipment, HVAC equipment.
- Lease/Rental/Sales/Service of ice machines.

For 24 hours service, contact our service department at service@acecoolers.com or by phone at (858) 541-2623.

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE**. Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION**. Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR**. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS**. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY**. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR**. When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES**. No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS**. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS**. No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION**. Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP**. Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK**. District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY**. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY**. District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER**. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE**. The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials ljw

17. **HOLD HARMLESS AGREEMENT** **To the fullest extent permitted by law, Contractor 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 alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.**

18. **PAYMENT**. Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. 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 Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES**. The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT**. While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION**. It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**. The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE**. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE**. The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than $1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY**. The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS**. In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

Contractor Initials ljw

25. **COMPLIANCE WITH LAWS**. Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE**. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW**. This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION**. Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)**. All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) 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.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:
Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES**. All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE**. The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials ljw

San Ysidro School District

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's employees and/or subcontractors may have contact with pupils.**

ljw (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor 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.

ljw (*Initial*) Contractor 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).

ljw (*Initial*) Contractor 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).

ljw (*Initial*) Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor 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.

ljw (*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.

CERTIFICATION:

ljw (Initial) Contractor's individuals/ employees and/or 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 Live Scan 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 Contractor's employees/ individuals and/or 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 Contractor's and 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:

Ace Coolers

Name & Title of authorized representative *(Print)*

Lori Weinberg

Service Coordinator

Signature: _____

Date 9/18/2024

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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 JOHNSON CONSULTING ENGINEERS, INC.

BACKGROUND INFORMATION:

Provide a facility needs assessment of the existing low voltage systems throughout the District to determine best solutions for District-wide standards. The following systems shall be included in the assessment:

- Fire alarm
- Intercom, clock, video surveillance
- Security, access controls
- Data networking
- Classroom AV solutions, MPR AV solutions

If approved, these services are expected to start on October 18, 2024, with completion by January 18, 2025.

Staff, in conjunction with the I.T. Department, is requesting approval of this Agreement with Johnson Consulting Engineers, Inc. for a Low Voltage Guide Specifications Study.

RECOMMENDATION:

Approve the Professional Services Agreement with Johnson Consulting Engineers, Inc. to provide a District-wide Low Voltage Guide Specifications Study in the amount of $20,000.00 from the General Obligation Bond Measure U Funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No ☐ N/A

Requisition #

$20,000.00
(Amount)

MEASURE U, G.O. BOND FUNDS (2133)
(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
JOHNSON CONSULTING ENGINEERS, INC.

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this **_5th_ day of _September_, 2024,** by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **JOHNSON CONSULTING ENGINEERS, 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 a **DISTRICT-WIDE LOW VOLTAGE GUIDE SPECIFICATIONS STUDY** (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 "B"** 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 "B"** 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.

(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:

JOHNSON CONSULTING ENGINEERS, INC.,
12875 Brookprinter Place, Suite 300
San Diego, CA 92064

Attn: **John Frisbie**

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro CA 92173

Attn: **Jose F. Iniguez, Ed.D.**

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: _____

Board approved: 10-17-24

JOHNSON CONSULTING ENGINEERS, INC.

By: _____
Name: John Frisbie
Title: President

Attest:

By: _____
Name: _____
Title: _____

33-0743844
Federal Tax I.D. Number

EXHIBIT "A"
SCOPE OF SERVICES

Project: District Wide Low Voltage Systems Master Guide Specifications Study

Consultant shall provide professional consulting services of the scope as indicated below:

1. Provide facility needs assessment of the existing district Low Voltage systems to determine best solutions for District standards. The systems to be included will be:

    a. Fire Alarm
    b. Intercom, Clock, Video Surveillance (i.e. Cameras)
    c. Security, Access Controls
    d. Data Networking
    e. Classroom AV solutions, MPR AV solutions

2. Meet with District Facilities, Maintenance, Technology staff and related consultants to discuss current challenges and potential solutions.

3. Provide a District Master Guide Specification to identify specific criteria for each system for use on future projects.

4. Guide specifications are not intended to be comprehensive construction specifications, they will identify critical materials and installation requirements unique to San Ysidro School District Low Voltage installations.

5. No design drawings will be provided for the Study deliverables.

6. Cost estimates will not be provided however, costs in regards to " Best Value" will be considered in the recommendations of the study.

END OF EXHIBIT "A"

EXHIBIT "B"
COMPENSATION FOR SERVICES

CONSULTANT shall be compensated a Fixed Fee, not-to-exceed of **__Twenty thousand__ Dollars ($20,000.00)** without prior written approval from DISTRICT. Work is to be billed on a monthly basis. All additional work shall be billed based on the following rate schedule.

SCHEDULE OF HOURLY RATES

CLASSIFICATION	HOURLY RATE
Principal	$280.00
Technology Designer	$220.00
Senior Engineer	$220.00
Senior Designer	$200.00
Designer	$180.00
Jr. Designer	$140.00
BIM Operator	$170.00
CAD Operator	$120.00
Word Processor	$105.00

END OF EXHIBIT "B"

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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: PROPOSAL CONTRACT WITH SOUTH BAY FENCE FOR NEW FENCES AND GATES AT OCEAN VIEW HILLS SCHOOL

BACKGROUND INFORMATION:
During the Summer of 2024, Ocean View Hills School received two (2) new relocatable classroom buildings to assist with projected enrollment growth in that area for the 2024-2025 school year. Due to the location of the new buildings, it has been determined that fences and gates are needed to keep the students from going behind the building (still considered the playground area).

Staff is requesting approval of this proposal from South Bay Fence for the installation of fences and gates behind the two (2) new relocatable buildings for the Ocean View Hills School project.

If approved, this work will be completed by January 13, 2025.

RECOMMENDATION:
Approve the proposal from South Bay Fence for the installation of fences and gates behind the two (2) new relocatable buildings for the Ocean View Hills School Project in the amount of $15,895.00 from the Developer Fees fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No ☐ N/A

Requisition #

$15,895.00
(Amount)

Developer Fees Fund (2518)
(Name of funding source and/or location)

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

PROPOSAL

Job No. _____

"No Job Too Tough"

South Bay Fence, Inc.

3084 Main Street
Chula Vista, CA 91911
Lic # 343571
Phone: (619) 420-3410
Fax: (619) 420-5665

Name **San Ysidro School District** Project **Interior Fence** Date **7-29-24**

Contact **Araceli Felix** Phone **619-428-4476 X 3002** Fax or Email _____

Billing Address _____ City _____

Job Address **4919 Del Sol Blvd / Ocean View Hills** City **SD CA 92154**

TO FURNISH MATERIAL AS SPECIFIED BELOW FOR INSTALLATION AT AND/OR SHIPMENT TO:

137ft Un.ft. of fencing as specified herein.	Fence Height Overall 6ft ft.	Plus n/a Strands of Barb Wire Plus n/a Razzor Ribbon	Tension Wire n/a n/a Top 7 Gauge Bttm

137ft lin.ft. complete fence c/l style approx 6ft ft. high 9 ga. 2" mesh

n/a lin.ft. complete fence n/a style approx n/a ft. high n/a ga. n/a mesh

LINE POSTS
for 6ft fence, to be 2 3/8 O.D. Set in 3ft ft. of concrete spaced 10ft ft. on centers

LINE POSTS
for n/a fence, to be n/a O.D. Set in n/a ft. of concrete spaced n/a ft. on centers

LIN.FT. OF TOP RAIL	137ft	1 5/8	O.D.
NO. OF BRACE	n/a	n/a	O.D.
CRN POST	2 7/8	O.D. set in 3ft	of concrete
END POSTS	2 7/8	O.D. set in 3ft	of concrete
GATE POSTS	4"	O.D. set in 3ft	of concrete

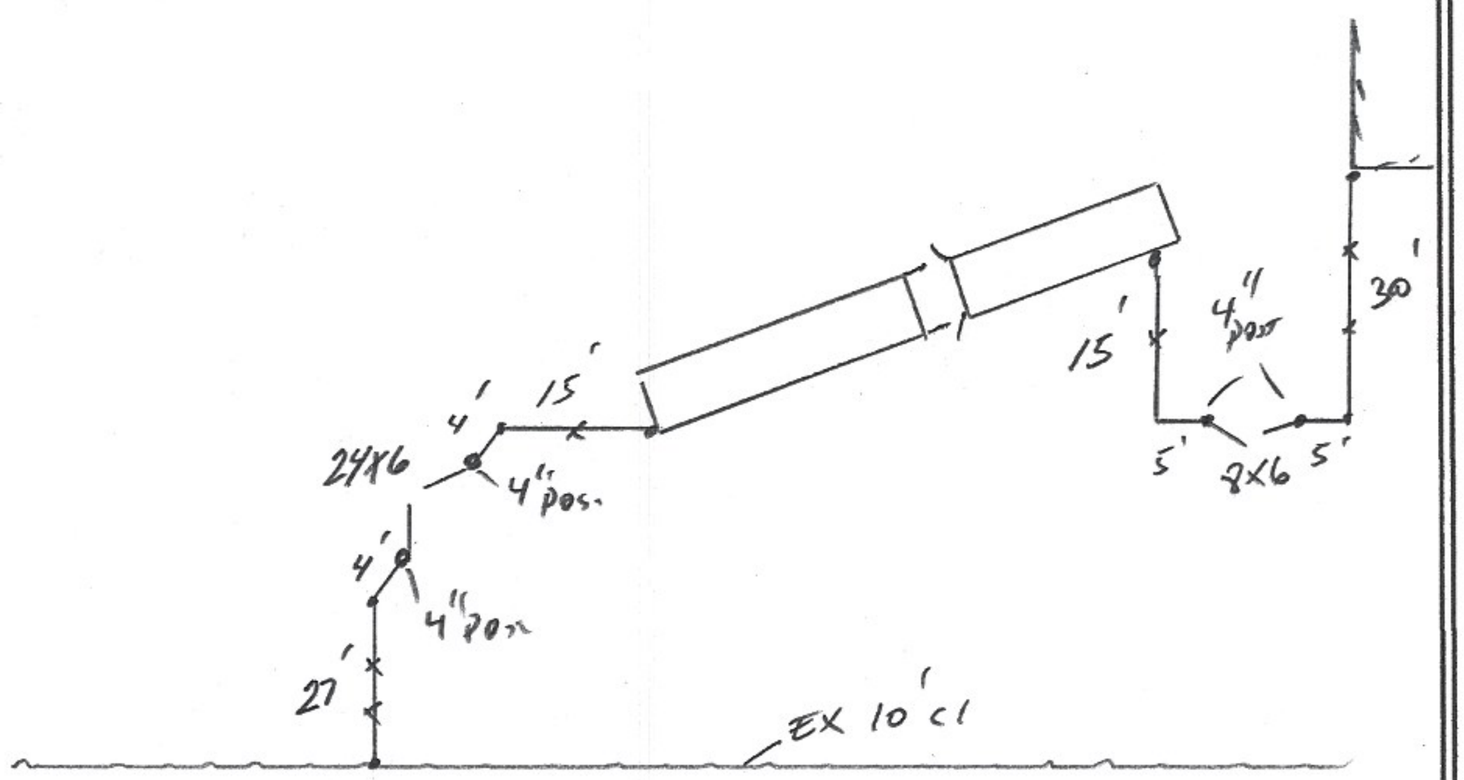
Qty	Gate Type	Width	Height	O.D. Frame
1	C/L	24ft	6ft	1 7/8
1	C/L	8ft	6ft	1 7/8

DIAGRAM

Supply all labor and materials

Toinstall 137ft of 6ft high 9 gauge chain link including fabricate and install
1 each 24ft x 6ft High Double Drive Fire Department Accsess Gate

**********Proposal Includes CPL For Under Ground Markings**********



South Bay Fence, Inc. **SHALL NOT BE RESPONSIBLE** for irrigation, water, phone, cable, or underground utility lines unless noted **Exclusions: (Unless stated otherwise) Permits, SWPP, Engineering, Electrical Grounding, Clearing, Grading & Traffic Control**

☑ DIG ALERT NEEDED

☑ **APPRENTICE** IS REQUIRED FOR CONTRACTS OVER 15k REPAIR/MAINTENANCE OR OVER 30k

Standard Wages — STATE or FED Prevailing Wages

TERMS:
50% deposit balance COD — Net 30 Days

TOTAL CONTRACT PRICE: $15,895.00

Taxes , if any, are included in contract price.

Submitted by Estimator _____

ACCEPTANCE: This Proposal signed on this _____ day of _____ 20_____ becomes a contract when accepted by the seller and subject to the printed conditions on page 2 attached herof.

Customer's Printed Name: _____ Signature: _____

Property owned by: _____

NOTICE: Proposals OVER $25,000 are not valid unless signed below by OWNER or OFFICER

OWNER/OFFICER _____ Date **7-29-24**

INTERNAL USE:

CONTRACT/PO: _____

COI: ____ DIR ID#: _____ DAS140 & 142 ____

DEP: _____ BOND: _____ NTP: _____

"No Job Too Tough"

South Bay Fence, Inc.

3084 Main Street
Chula Vista, CA 91911
Lic # 343571
Phone: (619) 420-3410
Fax: (619) 420-5665

TERMS AND CONDITIONS

South Bay Fence, Inc., shall not be responsible for irrigation, water, phone, cable, or underground utility lines unless noted on the Proposal. DIG Alert must be contacted by owner/representative to mark these lines prior to setting foot on site.

South Bay Fence, Inc., shall not be resposible for Permits, SWPP, Engineering, Electrical Grounding, Clearing, Grading & Traffic Control unless stated otherwise on the Proposal.

Proposals are based on the amount of lineal feet and the items listed on the Proposal hereof including details on diagram of job.

It is the owner/representative responsibility to establish property line stakes and grade stakes and remove all obstruction which may interfere with the construction of fence, unless stated otherwise on the Proposal

The Owner of the property or agent shall be on the job when scheduled to start to ensure fence is erected in proper location. If changes, alterations or obstructions are made which cause delays or extra trips and/or labor not covered by contract, a mobilization of $250 per trip plus additional materials required will added to final invoice.

South Bay Fence, Inc. must have all signed Contracts, Schedule of Values, Billing Forms, and Releases prior to start of work.

If owner/representative has requirements for safety such EHS, Certifications, JHA, Safety Training, Badging, etc... are not disclosed at the time of the proposal request, additional $300 administration fee will be added to cover the costs of such requirements.

Publics Works Projects requiring DIR upload and/or Labor Compliance monitoring must be disclosed at the time of proposal request or an additional charge of $250 will be added to Proposal to cover the administration.

South Bay Fence, Inc. reserves the right to require payment in advance or satisfactory security in the form of a deposit as guarantee that the invoice will be paid promptly when due or South Bay Fence, Inc. may, at its option, withdraw written Proposal.

All accounts are payable to South Bay Fence, Inc. at 3084 Main Street, Chula Vista, CA 91911. Delinquent accounts shall bear interest at the rate of 8% per annum and if a suit is started to collect payment due on this agreement or any portion thereof, the Owner agrees to pay additionals sums to cover attorney and court costs.

Proposals are subject to change or withdrawl within 15 days.

All invoices over $5,000 that are paid with a credit card are subject to a 3% surcharge fee

Name **San Ysidro School District** Project **Interior Fence** Date **7-29-24**

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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: WORK AUTHORIZATION TO PLACEWORKS MASTER AGREEMENT

BACKGROUND INFORMATION:

In September 2023, the Board approved a Master Agreement with Placeworks for $200,000.00. Placeworks is our environmental consultant for a design-build project and has agreed to assist the District with additional scopes of work, such as community notifications, biological studies, and a traffic study.

The work authorization #01-R1 below is part of a Professional Services Bid (#2307) and falls within the vendor's approved Master Agreement amount.

Placeworks	Work Authorization #01-R1 for Design Build project(s): Task 1R-New Community Resource Center additional scope and mailing list. Task 2R-San Ysidro Middle School Revitalization additional scope and mailing list.	 $34,563.00 $3,131.00

RECOMMENDATION:

Approve the Work Authorization No. 01-R1 for Placeworks for the New Community Resource Center and San Ysidro Middle School Revitalization projects in the amount of $37,694.00 to be paid from the General Obligation Bond Measure U Funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No ☐ N/A

Requisition #

$37,694.00
(Amount)

MEASURE U, G.O. BOND FUNDS (2133)
(Name of funding source and/or location)

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

Work Authorization (WA) Form

Firm	Placeworks	WA#	**01-R1**
Attn:	Dwayne Mears	Contract #	2309-05
Requestor	Jose Iniguez, Ed.D.	Date Requested	10/17/2024
Due By	10/3/2024	Deliverables (Y/N)	Y

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
Continuing the efforts to finalize CEQA Services and Documentation for the Beyer Community Resource Center (BCRC) project the following tasks are added to WA#1: Task 1R: Additional scope of work to include studies covering Title 5/ California Department of Education (CDE) clearance for CEQA Initial Study/Mitigated Negative Declaration (IS/MND) and project mailing list.	Start: April 12, 2024 Deliverables Due: ~~4 to 6~~ 9 months from start date
Continuing the efforts to finalize CEQA Services and Documentation for San Ysidro Middle School (SYMS) project the following tasks are added to WA#1: Task 2R: Revised project scope approach for CEQA Categorical Exemption and project mailing list.	Start: April 12, 2024 Deliverables Due: ~~60~~ 90 days from start date

Cost/Payment Schedule

Task	Authorized Cost
Task 1: Original Work Authorization – BCRC	$109,313
Task 1R: Additional scope of work Beyer Community Resource Center	$34,563
Total Cost Task 1 and Task 1R:	$143,876
Task 2: Original Work Authorization - SYMS	$52,005
Task 2R: Revised project scope of work San Ysidro Middle School	$3,131
Total Cost Task 2 and Task 2R:	$55,136

TOTAL AUTHORIZED COST ***$199,012***

Request Details

As per revised proposals dated June 4, 2024 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-05 for ENVIRONMENTAL services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:
Agreement to Perform by: _____ (signature)

Date: 10-3-24

Print Name: Dwayne Mears /Title: Principal

District:
Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved: _____

June 4, 2024

Jose Iniguez
Assistant Superintendent Administrative Leadership, School Support, & Safety
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Subject: Proposal to Provide CEQA Documentation for the Beyer Community Resource Center (BCRC) Project – Revised Proposal

Transmitted via Email: kknowles@colbitech.com

Dear Mr. Iniguez:

Thank you for the opportunity to submit this proposal for the California Environmental Quality Act (CEQA) review of the proposed Beyer Community Resource Center (BCRC) Project. This proposal supersedes our preliminary proposal dated April 4, 2024. We now have a greater understanding of the project and as requested; we have added studies covering Title 5/California Department of Education (CDE) clearance. Our proposal explains our updated understanding of the project, explains our approach for a CEQA Initial Study/Mitigated Negative Declaration (IS/MND), and presents our cost estimate.

PlaceWorks is well qualified to complete this project, having more than 35 years providing environmental, health, and safety studies for California schools.

Understanding of the Project

The San Ysidro School District (District) plans to construct a new District facility with a community orientation on the former Beyer Elementary School site; the former school has been demolished and the project site is currently vacant and undeveloped. The proposed project is intended to be a first-step in the eventual build-out of the site to accommodate central District services, large outdoor gatherings, and potentially housing. The proposed project would include two primary building components, a Family Resource Center (FRC), and Community Event Center (CEC). The total building area would be 7,360 square feet; the Main Lobby would be approximately 1,085 square feet, the FRC would be approximately 2,650 square feet, the CEC would be approximately 2,665 square feet, and interior circulation and structures would be approximately 960 square feet.

There are two existing curb cuts at the project site that would be reused for vehicular access; the main site entrance/exit would be at the southern curb cut which is located roughly midway along the East Beyer Street frontage.

Proposed uses include:

FRONT ENTRY

- Bench seating with shade
- 30-foot-tall aluminum flagpole

MAIN LOBBY

- Provide public restrooms and custodial closet

FAMILY RESOURCE CENTER (FRC)

- Provide a reception space with a waiting area, open office, private offices, conference room, health center, restrooms, donation room, storage room, food pantry, copy area, breakroom, staff restroom

COMMUNITY EVENT CENTER (CEC)

- Provide an assembly room, small kitchen, custodial closet, chair/table storage room, outdoor event space and storage room

Scope of Work

Based on our understanding of the proposed project, we believe the Initial Study and related studies will result in a finding that no significant, unmitigated impacts will occur, and the proposed project can be cleared through a Mitigated Negative Declaration. The following identifies the key issues we believe will be the focus of the CEQA document, and it presents our approach and scope in completing this process. If the studies find that additional work is needed or an environmental impact report (EIR) is required, we will work with the District to develop a revised approach.

TASK 1 – SCREENCHECK INITIAL STUDY AND TECHNICAL ANALYSES

Task 1.1 – Project Initiation

PlaceWorks' principal-in-charge (PIC) and project manager will participate in one project initiation/kick-off meeting with the District to discuss the proposed project. PlaceWorks will then develop a detailed data needs list.

Deliverable(s):

» Project data needs
» Kick-off meeting attendance and materials

Task 1.2 – Screencheck Initial Study

PlaceWorks will prepare a screencheck Initial Study. The Initial Study will have a detailed description of the proposed project and environmental setting, environmental checklist, analysis of each environmental topic, and mitigation measures, as appropriate. The Initial Study will address 20 topical areas as well as mandatory findings of significance:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources

- Cultural Resources
- Energy
- Geology and Soils
- Mineral Resources
- Noise
- Population and Housing
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Task 1.3.1 – Air Quality, Energy, and Greenhouse Gas Emissions

PlaceWorks will evaluate potential air quality, greenhouse (GHG) emissions, and energy impacts from construction and operation-related impacts associated with the proposed Beyer Community Resource Center (BCRC) at the former Beyer Elementary School site (proposed project). The air quality and GHG emissions analysis will be consistent with the current methodology of the San Diego County Air Pollution Control District and the County of San Diego's *Guidelines for Determining Significance and Report Format and Content Requirements*. Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the Initial Study and modeling included as an appendix. Mitigation measures will be identified to reduce potential significant impacts, as needed.

Deliverable(s):

» Air quality, energy, and greenhouse analysis and modeling as an appendix to the Initial Study

Task 1.3.2 – Construction Health Risk Assessment (Optional)

In 2015, the Office of Environmental Health Hazard Assessment (OEHHA) released updated guidance that recommended a Health Risk Assessment (HRA) for construction projects that are longer than two months. As a result, comment letters on the need to prepare a construction HRA are common during the CEQA process. Given the potential for use of large off-road construction equipment during grading and the proximity of off-site sensitive receptors, PlaceWorks is recommending preparation of a construction HRA to analyze the proposed project's site-specific health risks from diesel-particulate matter (DPM) from off-road equipment during construction activities. The construction HRA will include air dispersion modeling results using Lakes Environmental AERMOD, cancer risk calculations, and a discussion of the health factors considered in the HRA. Cancer and toxicity data published by the California Environmental Protection Agency (Cal-EPA) will be used to estimate long-term and short-term (acute) health risks for the nearest off-site sensitive receptors.

Deliverable(s):

» Construction HRA and modeling as an appendix to the Initial Study.

Task 1.4 – Biological Resources

Prior to conducting the biological field survey, Blackhawk Environmental biologists and its GIS analysts will conduct a literature review that will include, but not necessarily be limited to a current California Natural Diversity Database and California Native Plant Society search for records of sensitive biological resources in the Project vicinity, the United States Department of Agriculture Web Soil Mapper, National Wetlands Inventory, and previous reports prepared for the project site or nearby project sites, if provided to Blackhawk Environmental. This review will be used to focus field survey efforts in a refined capacity.

Using the literature review results as background data, one biological resources field survey will be conducted to catalog all observed plant and wildlife species, characterize existing conditions and land uses, map vegetation communities, collect representative photographs, and assess the potential for the project site to harbor any threatened, endangered, or otherwise sensitive species. The survey will also assess the site for potentially jurisdictional waters of the United States Army Corps of Engineers, Regional Water Quality Control Board, and/or the California Department of Fish and Wildlife. Survey efforts will be undertaken within the limits of the former school grounds and out to a reasonable buffer, not exceeding 100 feet from the parcel boundary.

Based upon the potential for sensitive biological resources to be present on the project site, a Biological Letter Report is required for this project site. The report shall be prepared in accordance with industry standards and provide an analysis of potential biological resource impacts associated with the project.

The report and figures will be prepared by Mr. Reimers and Blackhawk staff and be up to 60 pages in length, including all text, photographs, maps, figures, species lists and/or attachments. The report will include a discussion of methods included in the survey, results, anticipated project impacts and proposed design features and/or applicable mitigation measures. The report will include photographs in sufficient quantity/quality to accurately depict existing conditions and project-specific mapping of all vegetation communities and biological resources otherwise relevant to the CEQA review of potentially significant project-related impacts, or lack thereof. This task includes two rounds of consensus comments on the draft report(s) for incorporation into the final report.

This task also includes standard e-mail and phone communications and coordination between Blackhawk Environmental and project stakeholder personnel as they pertain to this task only, and one meeting (if needed) *or* one in-office consultation (if needed). Blackhawk Environmental assumes the following:

- This Scope of Work does not include a formal jurisdictional delineation survey, brush management survey, focused rare plant survey, focused/protocol-level threatened and endangered species surveys, geotechnical surveys, soils analysis, cultural/archeological/ paleontological analyses, or any other survey or reporting beyond this intended baseline plant and wildlife survey and sensitive species analysis.
- Any GIS shape files or CAD files will be made available to Blackhawk Environmental for replication in maps that will be included in the Biological Letter Report.
- This task assumes up to two rounds of consensus comments and revisions prior to submittal of the final Report.
- Unless a template for the Biological Letter Survey Report is provided to the project stakeholders and Blackhawk Environmental by the San Ysidro School District, or its designated representative, Blackhawk Environmental will use its own report template, previously accepted by numerous jurisdictions throughout southern California, to address biological concerns of the proposed project site.
- The project stakeholders will provide any and all maps and documents pertinent to the project site to Blackhawk Environmental for analysis and/or representation in the Biological Letter Report. Additional maps will be included as necessary from freely available high-resolution aerial imagery.

Deliverable(s):

» Biological Resources Report

Task 1.5 – Noise and Vibration

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project. The impact assessment document will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards and ordinances, including applicable standards from the municipal code noise ordinance and General Plan Noise Element.

The proposed project is a development project that will temporarily increase ambient noise levels during construction activities. Noise and vibration impacts will be assessed using industry-standard analysis techniques and using scheduling, equipment mix, hauling, and truck trip information provided by the District. It is assumed that no pile driving is proposed as part of project construction. Vibration impacts will be assessed using criteria included in the Federal Transit Administration guidance document on noise and vibration impact assessment.

Stationary sources of noise associated with operations of the proposed improvements will be evaluated pending available project-specific information. Default factors and past experience of PlaceWorks will be utilized if no project-specific information is available. Maintenance noise and other ongoing noise sources at the site (such as rooftop mechanical equipment) will be addressed as well.

The findings of the technical analyses and impact assessment will be provided in a noise and vibration section of the Initial Study, along with mitigation measures for any potentially significant noise and vibration impacts.

Deliverable(s):

» Noise analysis and modeling as an appendix to the Initial Study.

Task 1.6 – Transportation

An analysis will be conducted by Garland and Associates to determine the levels of traffic that would be generated by the facility on a typical day of operation and to evaluate the proposed access and circulation components of the site plan. The review will address the safety and operational characteristics of the driveways on East Beyer Boulevard, the parking areas, the roundabout, and the pedestrian circulation patterns at the Center. The analysis will include an evaluation of the access and on-site circulation features for emergency vehicles, maintenance vehicles, and buses. It is not anticipated that a vehicle miles-traveled or off-site traffic impact analysis will be required because the facility would be a local-serving recreational and school-related use. Information will be required from the District regarding the expected attendance and scheduling of activities at the facility so that the site-generated traffic volumes can be calculated. The results of the analysis will be documented in a technical memorandum or in report sections suitable for insertion into an environmental document.

Deliverable(s):

» Transportation Memorandum

Task 1.7 – AB 52 Consultation

Assembly Bill 52 (AB 52) requires a consultation process with tribes that have previously identified themselves as having resources in the geographic area. If the District previously received such requests, PlaceWorks will prepare letters to these tribes identifying the site location, describing the project, and identifying the District's contact person. If the tribes request consultation, the District must start this

consultation within 30 days of receiving the consultation request and conclude the consultation before circulating the Initial Study for public review. PlaceWorks will coordinate this process on the District's behalf.

Deliverable(s):

» AB 52 template letters

TASK 2 – PUBLIC DRAFT INITIAL STUDY AND NOTICES

Task 2.1 – Public Draft Initial Study and Notice of Intent

Upon District approval of the Initial Study, we will prepare the public draft Initial Study, which is the final copy/version of the document before it goes into reproduction. We will also prepare the accompanying Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND). The NOI will provide a summary of the project description and an explanation of the scope of issues in the public draft Initial Study. The NOI will clearly identify the public review period, contact person, and address established for submitting comments on the public draft Initial Study. We will work with District staff to distribute the public draft Initial Study and NOI to the State Clearinghouse, County Clerk, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed by PlaceWorks and District staff. It is assumed that the District will place notices and documents on its website. As an optional task, PlaceWorks can provide a 500-foot radius mailing list for the District to mail the NOI.

Deliverable(s):

» Public Draft Initial Study
» Notice of Intent
» Optional Task – 500-foot mailing list

Task 2.2 – Response to Comments

Although it is not mandated by CEQA, a standard practice for PlaceWorks and many public agencies is to prepare responses to public comments received on the IS/MND so that the District's decision makers can adequately consider and address any agency, organization, or community comments and concerns. Following receipt of all comments on the Initial Study, a Response to Comments document will be prepared that will contain copies of all comment letters received plus written responses to all comments. Responses will focus on comments that address the substance and technical adequacy of the Initial Study, and no further response will be provided unless deemed necessary by the District. Responses will be prepared by PlaceWorks with input from the District and design team, as needed.

Deliverable(s):

» Response to Comments

Task 2.3 – Notice of Determination

PlaceWorks will prepare and file the Notice of Determination for filing with the County Clerk's office and the State Clearinghouse. It is assumed that the District will provide a check to cover the County and California Department of Fish and Wildlife fees.

Deliverable(s):
» NOD

Task 2.4 – Mitigation Monitoring and Reporting Plan

PlaceWorks will prepare a Mitigation Monitoring Plan (MMRP) listing adopted mitigation measures, if any, and identify the timing and entities responsible for implementing mitigation measures.

Deliverable(s):
» MMRP

Task 2.5 – Meetings/Project Management

We assume that project team meetings will be held virtually and in-person attendance at one Board meeting will be required for the approval of the MND. Additional meetings will be billed on a time-and-materials basis.

The project manager will be the primary contact and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) coordinating and communicating with District staff to ensure that District policies, procedures, and any applicable codes and plans are complied with and, where applicable, are incorporated into the environmental documentation; (3) ensuring that the environmental review process and documentation satisfy the statuses and guidelines of CEQA and the District's CEQA procedures. Project management would occur throughout the CEQA process, including internal team coordination, and other project administrative needs to ensure high quality and efficient project processing and client reporting.

Deliverable(s):
» Attendance of meetings (virtual team meetings and one in-person Board meeting)
» Ongoing project management

Task 2.6 – Board Item and Resolution

In preparation for the Board meeting, PlaceWorks will prepare the Board item description and resolution for the proposed project. For the purposes of this proposal, we incorporated one round of review of the Board item and resolution.

Deliverable(s):
» Board item
» Resolution

Task 3 – Geological and Environmental Hazards Assessment (Title 5)

PlaceWorks will prepare a Geological and Environmental Hazards Assessment (GEHA) for the project site as required for CDE's review of Title 5 school site standards. The GEHA will address potential health and safety constraints associated with these topics:

- Flooding / Dam Inundation
- Hazards / Hazardous Materials
  - Emission Sources / Pollution
  - Storage Tanks
  - Pipelines
  - Power lines
  - Hazardous Waste
- Geology Constraints
  - Earthquake Faults
  - Liquefaction / Landslides
- Land Use Compatibility / Easements
- Public Services
- Traffic Noise
- Traffic / Pedestrian Safety / Railroad Safety
- Proximity to Airports

PlaceWorks will contact appropriate agencies and review data to identify constraints related to the above-listed items. Our initial review identified the need to prepare a rail safety study and health risk assessment. It is possible that this review will identify additional studies required for CDE approval.

Task 4 – Rail Safety Study (Title 5)

The scope of work for the Rail Safety Study (RSS), which will be prepared by PlaceWorks, is designed to identify rail lines located within a 1,500-foot radius of the school site and to determine the actual or potential endangerment to school occupants from an incident (derailment or other accident) that could occur along the rail lines. San Diego Trolley Incorporated (SDTI) operates the Light Rail Blue Line on multiple tracks approximately 150 feet south of the project site. Additionally, the San Ysidro Freight Rail Yard (operated by San Diego and Imperial Valley Railroad, SDIY) is located approximately 1,000 feet southeast of the project site. There are two at-grade crossings within 1,500 feet of the project site, approximately 1,100 feet to the east at E. Park Avenue. The RSS will include the following:

Collection of Existing Information. Based on information available via regulatory agencies (Federal Railroad Administration and California Public Utilities Commission [CPUC], Rail Safety and Carriers Division) and railroad owners and operators, PlaceWorks will determine the following:

» Location and distance of rail lines to the project site
» Track configuration (number, elevation, curvature, track conditions, switching equipment, signage and warning systems)

In addition, PlaceWorks will conduct a site reconnaissance during typical operational hours to determine or confirm the following:

» Type of rail traffic on the lines
» Number of engines and number of cars per train
» Type of track (bolted or welded)
» Average speed of trains
» Number of at-grade crossings (requires horn blow)
» Condition of track, crossings, and evidence of trespass along the tracks
» Other potential safety issues

Documentation of the condition of the track and other relevant information will be provided in a photographic essay attached to the report.

Incident Analysis. Based on information collected previously, PlaceWorks will conduct an incident analysis to determine the probability that an individual at the school site could suffer an injury or fatality resulting from an incident or accident along the rail line within a 1,500-foot radius of the site. Statistics on accident data from the Federal Railroad Administration and CPUC will be used to determine the probability of an incident or derailment per million train miles. Information obtained from the railroad owner/operator, site reconnaissance, and other sources will be used to develop site-specific probabilities of injury or fatality, given characteristics of the track, train speed, etc. Safety issues that drive the risk will be identified.

Additional Issues. The potential for noise and vibration related impacts from operation of the trains also will be evaluated with respect to the impact on outdoor and indoor noise levels at the site.

Deliverable(s):

» Rail Safety Study

Task 5 – Health Risk Assessment (Title 5)

The site is approximately 360 feet west of Interstate 805 (I-805). The primary air pollutant of concern is diesel particulate matter (DPM). Emissions generated by vehicles traveling on the highway will be determined by using data provided by the California Department of Transportation (Caltrans) (e.g., fleet mix and freeway volumes) and the California Air Resources Board's EMFAC2021 computer model. Additionally, diesel locomotives associated with the San Ysidro Rail Yard to the southeast will also be included in the evaluation.

Air dispersion modeling will be performed using a San Diego County Air Pollution Control District (SDCAPC)-accepted computer-based model (e.g., AERMOD) to determine ground-level concentrations of hazardous air pollutants at the project site. Cancer and toxicity data published by the California Environmental Protection Agency (Cal-EPA) will be used to estimate long-term health risks for future on-site sensitive receptors. If the HRA finds that the unmitigated cancer risk is greater than 10 in a million for users at the site, potential mitigation measures will include the installation of air filters in the site's ventilation system with an appropriate minimum efficiency rating value (MERV).

The scope of work will be completed in accordance with Public Resources Code Section 21151.8 and Education Code Section 17213. The results of the HRA will be documented in a technical report based on the analysis described above.

Deliverable(s):

» Health Risk Assessment

Proposed Schedule

Table 1, *Proposed Schedule,* provides a breakdown of the CEQA schedule, assuming that all project plans and provided technical reports are available when the proposed project is initiated. Note that the timeline does not include the District's review and revision. The CEQA schedule would begin once PlaceWorks receives the notice to proceed. Generally, preparation of an IS/MND takes approximately four to six months.

Table 1. Proposed Schedule

Task	Date Due[1]
Task 1 – Screencheck Initial Study and Technical Analyses	16 weeks
Task 2 – Public Draft Initial Study and Notices	6 weeks[2]
Task 3 – Geological and Environmental Hazards Assessment (Title 5)	5 weeks
Task 4 – Rail Safety Study (Title 5)	5 weeks
Task 5 – Health Risk Assessment (Title 5)	5 weeks

[1] Does not include review time by the District.
[2] Includes public comment period.

Cost Estimate

The proposed fee assumes the preparation of an IS/MND to support the proposed project. PlaceWorks projects a cost not to exceed $142,176 for the preparation of the IS/MND (see Table 2, *Cost Estimate*). Costs are billed on a time-and-materials basis using the rates in Table 3, *PlaceWorks 2024 Standard Fee Schedule*.

Table 2. Cost Estimate

Task	Cost
Labor	
Task 1 - Screencheck Initial Study and Technical Analyses	
Task 1.1 - Project Initiation	$3,045
Task 1.2 - Screencheck IS/MND	33,568
Task 1.3.1 - AQ/GHG/Energy	11,038
Task 1.3.2 - Construction Health Risk Assessment (Optional - $5,760)	N/A
Task 1.5 - Noise/Vibration	9,506
Task 1.7 - AB 52 Consultation	1,387
Task 2 - Public Draft Initial Study and Notices	
Task 2.1 - Public Draft Initial Study and Notice of Intent	$29,988
Optional Task – 500-foot Radius Mailing list ($1,700)	N/A
Task 2.2 - Response to Comments	7,298
Task 2.3 - Notice of Determination	711
Task 2.4 - Mitigation Monitoring Plan	1,570
Task 2.5 - Meetings/Project Management	9,620
Task 2.6 - Board Item/Resolution	2,030
Task 3 – Geological and Environmental Hazards Assessment (Title 5)	$5,386

Table 2. Cost Estimate

Task	Cost
Task 4 - Rail Study (Title 5)	$6,681
Task 5 - Health Risk Assessment (Title 5)	$5,620
Subtotal – Labor	**$127,448**
Reimbursable Expenses	
Subconsultant – Garland (Transportation)	$4,928
Subconsultant – Blackhawk (Biological Resources)	7,530
Subconsultant – Cathy Fitzgerald (Title 5)	1,210
Travel	460
Misc. Photocopies/Modeling Equipment	600
Subtotal – Reimbursable Expenses	**$14,728**
GRAND TOTAL	**$142,176**

The budget does not include the California Fish and Wildlife and County Filing Fees ($2,916.75 + $50 = $2,966.75)

Table 3. PlaceWorks 2024 Standard Fee Schedule

PlaceWorks – 2024 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$210–$295
Associate Principal	$195–$275
Senior Associate II	$170–$260
Senior Associate I	$160–$220
Associate II	$135–$190
Associate I	$125–$175
Project Planner	$105–$165
Planner	$90–$145
Graphics Specialist	$90–$155
Administrator	$145–$235
Clerical/Word Processing/Technical Editor	$45–$155
Intern	$80–$115

Subconsultants are billed at cost plus 10% Mileage reimbursement is at the standard IRS-approved rate.
Possible yearly increase of 5% on bill rates.

2024_StdFeeSch_01-09-24-SCHOOLS

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. As a Principal, I am authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks. If you have any questions, please contact me at 714.966.9220 x2316 or dmears@placeworks.com.

We look forward to working with you to bring about the successful completion of this project.

Respectfully submitted,

PLACEWORKS

Dwayne Mears
Principal

June 4, 2024

Jose Iniguez
Assistant Superintendent Administrative Leadership, School Support, & Safety
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Subject: Proposal to Provide CEQA Documentation for the San Ysidro Middle School Renovation Project – Revised Proposal

Transmitted via Email: kknowles@colbitech.com

Dear Mr. Iniguez:

Thank you for the opportunity to submit this proposal for the California Environmental Quality Act (CEQA) review of the proposed San Ysidro Middle School Renovation Project. Our proposal explains our understanding of the project, explains our approach for a CEQA Categorical Exemption, and presents our cost estimate.

PlaceWorks is well qualified to complete this project, having more than 35 years providing environmental, health, and safety studies for California schools.

Understanding of the Project

The San Ysidro School District (District) intends to modernize the 91,992-square-foot San Ysidro Middle School to bring it to current educational standards to better serve the needs of students, teachers, staff, and visitors in the coming years. Since its original construction in 1978, the campus has been expanded and modernized over the years. Proposed improvements to the campus are as follows:

SITE ENTRY, PARKING, DROP-OFF/PICK-UP AREAS

- Visitor entry to be secured
- Provide secondary gateway near the Multi-Cultural Center (MCC)
- Replace existing ornamental metal security fencing with new 8-foot-high ornamental fencing in approximately the same location
- Provide school signage
- Provide seating, shade, and rain protection at drop-off/pick-up area
- Separate staff parking from parent and bus drop-off/pick-up
- Alter under-utilized driveway and parking lot parallel to Otay Mesa Road into a new student drop-off/pick-up lane
- Reconfiguration of other drive areas, as needed

FRIENDSHIP PLAZA AND OTHER OUTDOOR SPACES

- Repair/paint existing masonry planter walls
- Provide a minimum of 300 linear feet of improved and/or new seat walls and/or fixed benches
- Replace all concrete flatwork with new slip-resistant concrete paving
- Provide shade trees

SPORTS COURTS AND PLAYFIELDS

- Replace the current track with a synthetic track complete with lane markings
- Repair or replace the concrete adjacent to the grass and provide a new outer curb
- Provide an outdoor covered shelter of 2,000 square feet for PE class near the PE building

GENERAL EXTERIOR BUILDING MODERNIZATION

- Replacing signage/postings and painting exterior walls and exposed metals
- All existing buildings, including exterior walkway covers, shall be modernized
- Repair and resurface stucco surfaces

GENERAL INTERIOR MODERNIZATION

- All existing interior rooms and spaces shall be modernized
- Ensure full access compliance in buildings
- Replace flooring and wall base
- Provide integral walk-off carpet mats at entry doors to rooms with carpeting
- Repair and retexture damaged wall surfaces and repaint all exposed gypsum wallboard surfaces
- Replace tile and terrazzo including wainscots with new material
- Repaint all fixed elements, refinish doors, and repair window frames and glazing

ADMINISTRATION (OFFICE) RELOCATION

- Relocate the Office to a position fronting the drop-off/pick-up area in the 700 Building
- Provide ample windows from the Office to the main entry access point
- Move all Office functions (reception, clerical, health, principal and vice principal offices) currently housed in the 100 Building
- Locate the main public Office entry door in a visually prominent location on the public exterior of the campus

STUDENT INNOVATION CENTER/100 BUILDING (CURRENT OFFICE LOCATION)

- New Student Innovation Center will be created in the 100 Building
- Treat cracks in floor slab

MULTI-CULTURAL CENTER (MCC)

- Modernization of the lunch patio roof system
- Provide new stage lighting
- Provide new flooring in the lunch patio suitable for assembly activities and PE

300, 400, AND 500 BUILDINGS

- All exteriors and rooms will be modernized
- Remove folding partitions in the 500 Building and repair openings
- Reconfigure paving to mitigate drainage outside of the 500 Building
- Repair floor slab settlement and cracks in the 400 Building

600 BUILDING/FORMER LOCKER SHELTER

- Demolish buildings, including existing lunch canopy, to accommodate student entry point from the west drop-off/pick-up area
- Locker curbs will be demolished
- Provide a new shade structure and benches and lockable gate

700 BUILDING

- Repair and repaint the Science lab (Room 704)
- Reduce height of desk partitions in Room 701
- Other classrooms require modernization similar to the classrooms in the rest of the campus
- Repaint surfaces as needed

800 BUILDING

- All rooms in the 800 Building will be modernized (see General Interior Modernization)
- The library will be renamed Pathways Media Center and will highlight media technology and function as a resource center

Scope of Work

Based on review of the latest site plan, we anticipate that the proposed project would be categorically exempt under Class 1 (Existing Facilities), Class 2 (Replacement and Reconstruction), Class 3 (New Construction or Conversion of Small Structures), and Class 11 (Accessory Structures). For a project to qualify for a categorical exemption, it must fit within one of these Classes, and not be excluded under the exceptions outlined in CEQA Guidelines Section 15300.2, which addresses location, cumulative impact, significant affect, scenic highways, hazardous waste sites, and historical resources.

Our scope of work presents a cost-effective and timely approach to prepare the categorical exemption. PlaceWorks will prepare a categorical exemption in conformance with CEQA, the CEQA Guidelines, and the District's CEQA procedures. This approach includes the preparation of a memorandum that would show that the proposed project does not meet the exceptions under Section 15300.2. However, if during preparation of the categorical exemption, it is determined that the proposed project does not meet the

criteria for a categorical exemption, PlaceWorks will inform the District immediately and work with the District to consider possible options. These may include changes to the project or processing through a mitigated negative declaration or environmental impact report.

Our scope of work assumes that PlaceWorks will provide comprehensive environmental services and that we will be responsible for each step of the CEQA process. Specific tasks and roles of the District and PlaceWorks are detailed in the following work scope.

TASK 1 – PROJECT INITIATION

PlaceWorks' principal-in-charge (PIC) and project manager will participate in one project initiation/kick-off meeting with the District to discuss the proposed project. PlaceWorks will then develop a detailed data needs list.

Deliverable(s):

» Project data needs
» Kick-off meeting attendance and materials

TASK 2 – ADMINISTRATIVE DRAFT CATEGORICAL EXEMPTION AND TECHNICAL ANALYSES

Task 2.1 – Administrative Draft Categorical Exemption

PlaceWorks will prepare an administrative draft categorical exemption that will include a detailed project description and other information, demonstrating that the project satisfies the conditions of the applicable categorical exemption classes. The document will include supporting exhibits and tables. The completed administrative draft will be submitted to the District for review and comment. For the purposes of this proposal, we incorporated one round of review of the administrative draft categorical exemption with the District.

Deliverable(s):

» Administrative draft categorical exemption (digital)

Task 2.2 – Air Quality, Energy, and Greenhouse Gas Emissions

PlaceWorks will evaluate potential air quality impacts from construction and operation-related impacts associated with the renovation of the San Ysidro Middle School campus (proposed project). The air quality analysis will be consistent with the current methodology of the San Diego County Air Pollution Control District and the County of San Diego's *Guidelines for Determining Significance and Report Format and Content Requirements*. Modeling of criteria air pollutant emissions will be conducted using the California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in a memorandum and included as an appendix to the Categorical Exemption.

Deliverable(s):

» Air Quality memorandum as an appendix to the Categorical Exemption.

Task 2.3 – Biological Resources

Prior to conducting the biological field survey, Blackhawk Environmental biologists and its Geographic Information System (GIS) analysts will conduct a literature review that will include, but not necessarily be

limited to a current California Natural Diversity Database and California Native Plant Society search for records of sensitive biological resources in the Project vicinity, the United States Department of Agriculture Web Soil Mapper, National Wetlands Inventory, and previous reports prepared for the Project Site or nearby project sites, if provided to Blackhawk Environmental. This review will be used to focus field survey efforts in a refined capacity.

Using the literature review results as background data, one biological resources field survey will be conducted to catalog all observed plant and wildlife species, characterize existing conditions and land uses, map vegetation communities, collect representative photographs, and assess the potential for the project site to harbor any threatened, endangered, or otherwise sensitive species. The survey will also assess the site for potentially jurisdictional waters of the US Army Corps of Engineers, Regional Water Quality Control Board, and/or the California Department of Fish & Wildlife. Survey efforts will be undertaken within the survey limits identified in the KMZ file provided to Blackhawk on February 23, 2024.

Based upon the potential for sensitive biological resources to be present on the project site, a Biological Letter Report is required for this project site. The report shall be prepared in accordance with industry standards and provide an analysis of potential biological resource impacts associated with the project. The report and figures will be prepared by Mr. Reimers and Blackhawk staff and be up to 50 pages in length, including all text, photographs, maps, figures, species lists and/or attachments. The report will include a discussion of methods included in the survey, results, anticipated project impacts and proposed design features and/or applicable mitigation measures. The report will include photographs in sufficient quantity/quality to accurately depict existing conditions and project-specific mapping of all vegetation communities and biological resources otherwise relevant to the CEQA review of potentially significant project-related impacts, or lack thereof. This task includes two rounds of consensus comments on the draft report(s) for incorporation into the final report.

This task also includes standard e-mail and phone communications and coordination between Blackhawk Environmental and project stakeholder personnel as they pertain to this task only, and one meeting (if needed) *or* one in-office consultation (if needed). Blackhawk Environmental assumes the following:

- This Scope of Work does not include a formal jurisdictional delineation survey, brush management survey, focused rare plant survey, focused/protocol-level threatened and endangered species surveys, geotechnical surveys, soils analysis, cultural/archeological/ paleontological analyses, or any other survey or reporting beyond this intended baseline plant and wildlife survey and sensitive species analysis.
- Any GIS shape files or CAD files will be made available to Blackhawk Environmental for replication in maps that will be included in the Biological Letter Report.
- This task assumes up to two rounds of consensus comments and revisions prior to submittal of the final Report.
- Unless a template for the Biological Letter Survey Report is provided to the project stakeholders and Blackhawk Environmental by the San Ysidro District, or its designated representative, Blackhawk Environmental will use its own report template, previously accepted by numerous jurisdictions throughout southern California, to address biological concerns of the proposed project site.
- The project stakeholders will provide any and all maps and documents pertinent to the project site to Blackhawk Environmental for analysis and/or representation in the Biological Letter Report.
- Additional maps will be included as necessary from freely available high-resolution aerial imagery.

Deliverable(s):

» Biological Resources Report

Task 2.4 – Noise and Vibration

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project. The impact assessment document will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards and ordinances, including applicable standards from the municipal code noise ordinance and General Plan Noise Element.

The proposed project is a modernization project that will temporarily increase ambient noise levels during construction activities. Noise and vibration impacts will be assessed using industry-standard analysis techniques and using scheduling, equipment mix, hauling, and truck trip information provided by the District. It is assumed that no pile driving is proposed as part of project construction. Vibration impacts will be assessed using criteria included in the Federal Transit Administration guidance document on noise and vibration impact assessment.

Stationary sources of noise associated with operations of the proposed improvements will be evaluated pending available project-specific information. Default factors and past experience of PlaceWorks will be utilized if no project-specific information is available. Maintenance noise and other ongoing noise sources at the site (such as rooftop mechanical equipment) will be addressed as well.

Deliverable(s):

» Noise modeling as an appendix

Task 2.5 – Transportation

An analysis will be conducted by Garland and Associates to evaluate the proposed access and circulation components of the site plan for the proposed modernization/revitalization of San Ysidro Middle School. The review will address the safety and operational characteristics of the revised parking areas, the new student drop-off/pick-up area on the west side of the school campus, the site access features at the driveways on Otay Mesa Road, and the pedestrian circulation patterns at the school. The analysis will include an evaluation of the vehicular traffic and pedestrian circulation design issues. As the modernization project would not result in an increase in the number of students or staff at the school, a vehicle-miles-traveled or off-site traffic impact analysis will not be required. The results of the analysis will be documented in a technical memorandum or in report sections suitable for insertion into an environmental document.

Deliverable(s):

» Transportation Memorandum

Task 2.6 – Mailing List and Community Meeting (Optional)

While public meetings and notifications are not required for a notice of exemption, as an optional task, PlaceWorks can provide a 500-foot radius mailing list for the District to mail the notice informing residents of the proposed project and community meeting. PlaceWorks staff will attend the community meeting.

Deliverable(s):
» Attendance at community meeting
» 500-foot mailing list

TASK 3 – FINAL CATEGORICAL EXEMPTION

PlaceWorks will review and revise the administrative draft categorical exemption per the District's comments, verifying that all comments have been adequately addressed. PlaceWorks will provide a digital copy of the final categorical exemption. If hard copies are requested, they will be billed on a time-and-material basis.

Deliverable(s):
» Final categorical exemption and appendices (digital)

TASK 4 – NOTICE OF EXEMPTION

Concurrent with the preparation of the categorical exemption document, PlaceWorks will prepare the Notice of Exemption form. After District review, PlaceWorks will file the NOE with the County Clerk and State Clearinghouse.

Deliverable(s):
» NOE

TASK 5 – MEETINGS

Task 5.1 – Coordination Meetings and Board Meeting

PlaceWorks will coordinate closely with District staff to ensure that the categorical exemption and associated documents delivered to the District are legally defensible, accurate, and useful to decision makers considering the approval of the project. The project manager will also coordinate with District staff throughout the process, not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

Our scope of work and cost estimate assumes up to two coordination meetings with District staff during the duration of the proposed project, with PlaceWorks' PIC and/or project manager and one PlaceWorks staff member (i.e., technical support staff) in attendance. The project manager will attend up to one Board meeting. Additional meeting participation time at the District's request will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved, as included in this proposal.

Deliverable(s):
» Attendance at two meetings with District staff (virtual)
» Attendance at one Board meeting

Task 5.2 – Board Item and Resolution

In preparation for the Board meeting, PlaceWorks will prepare the Board item description and resolution for the proposed project. For the purposes of this proposal, we incorporated one round of review of the Board item and resolution.

Deliverable(s):
» Board item
» Resolution

TASK 6 – PROJECT MANAGEMENT

The project manager will be the primary contact and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) coordinating and communicating with District staff to ensure that District policies, procedures, and any applicable codes and plans are complied with and, where applicable, are incorporated into the environmental documentation; (3) ensuring that the environmental review process and documentation satisfy the statuses and guidelines of CEQA and the District's CEQA procedures. Project management would occur throughout the CEQA process, including internal team coordination, and other project administrative needs to ensure high quality and efficient project processing and client reporting.

Deliverable(s):
» Ongoing project management

Proposed Schedule

PlaceWorks will prepare the categorical exemption in accordance with the schedule shown in Table 1, *Proposed Schedule*. It is expected to take approximately two months to complete the scope of work for the categorical exemption, from the receipt of the authorization to proceed and critical data needs. The schedule is greatly dependent on the District's review and response times and cannot be predicted with certainty. Note that the timeline does not include the District's review and revision.

Table 1. Proposed Schedule

Task	Date Due
Task 1 – Project Initiation	1 day
Task 2 – Administrative Draft Categorical Exemption and Technical Analyses	6 weeks
Task 3 – Final Categorical Exemption	1 week
Task 4 – Notice of Exemption	1 day
Task 5 – Meetings	1 week
Task 6 – Project Management	Ongoing

Cost Estimate

The proposed fee assumes the preparation of a categorical exemption to support the proposed project. PlaceWorks projects a cost not to exceed $51,236 for the preparation of the categorical exemption (see Table 2, *Cost Estimate*). Costs are billed on a time-and-materials basis using the rates in Table 3, *PlaceWorks 2024 Standard Fee Schedule*.

Table 2. Cost Estimate

Task	Cost
Labor	
Task 1 - Project Initiation	$3,045
Task 2.1 - Administrative Cat Ex and Supplement	11,699
Task 2.2 - Air Quality, GHG, and Energy	6,532
Task 2.4 - Noise and Vibration	7,992
Optional Task 2.6 – Mailing List and Community Meeting ($3,900)	--
Task 3 -Final Cat Ex.	2,652
Task 4 - NOE Filing	806
Task 5.1 - Coordination Meetings/Board Meeting	2,494
Task 5.2 - Board Item/Resolution	2,030
Task 6 - Project Management	4,080
Subtotal – Labor	$41,239
Reimbursable Expenses	
Travel	$200
Misc. Photocopies/Deliveries	300
Subconsultant – Garland (Transportation)	3,696
Subconsultant – Blackhawk (Biological Resources)	5,711
Subtotal – Reimbursable Expenses	$9,907
GRAND TOTAL	**$51,236**

County and Fish and Wildlife fees not included.

Table 3. PlaceWorks 2024 Standard Fee Schedule

PlaceWorks – 2024 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$210–$295
Associate Principal	$195–$275
Senior Associate II	$170–$260
Senior Associate I	$160–$220
Associate II	$135–$190
Associate I	$125–$175
Project Planner	$105–$165
Planner	$90–$145
Graphics Specialist	$90–$155
Administrator	$145–$235
Clerical/Word Processing/Technical Editor	$45–$155
Intern	$80–$115

Subconsultants are billed at cost plus 10% Mileage reimbursement is at the standard IRS-approved rate.
Possible yearly increase of 5% on bill rates.

2024_StdFeeSch_01-09-24-SCHOOLS

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. As a Principal, I am authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks. If you have any questions, please contact me at 714.966.9220 x2316 or dmears@placeworks.com.

We look forward to working with you to bring about the successful completion of this project.

Respectfully submitted,

PLACEWORKS

Dwayne Mears
Principal

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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

FROM:
Jose Iniguez, Assistant Superintendent of Admin Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: NOTICE OF COMPLETION FOR THE DISTRICT-WIDE ROOFING PROJECT

BACKGROUND INFORMATION:
The purpose of this agenda item is to allow the Governing Board ("Board") to consider and potentially approve the Notice of Completion for the San Ysidro District-wide Roofing Project related to Bid No. 22/23-001.

The Project commenced on November 11, 2022 and was completed on January 13, 2024 to repair roofs on all school campuses and at the District Office, except at the San Ysidro Middle School as follows:

- Complete Re-Roof: District Office, Warehouse, Smythe School (Northern 3 buildings), and Ocean View Hills School
- Roof Repairs: Willow, Sunset, La Mirada; Smythe (Southern Classroom Buildings), and Vista Del Mar Schools
- The roof material has a 30-year warranty period.

RECOMMENDATION:
Approve the Notice of Completion for the District-wide Roofing Projects.

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

RECORDING REQUESTED BY
San Ysidro School District
AND WHEN RECORDED MAIL TO:

Name: San Ysidro School District
Business Services

Street Address: 4350 Otay Mesa Road

City & State: San Ysidro, CA 92173

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is San Ysidro School District
3. The full address of the owner is 4350 Otay Mesa Road, San Ysidro, CA 92173
4. The nature of the interest or estate of the owner is in fee.
   (If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
None	

6. A work of improvement on the property hereinafter described was completed on January 13, 2024. The work done was: San Ysidro District Wide Roofing Project; SYSD 2022/23-001
7. The name of the contractor, if any, for such work of improvement was Roof Construction November 11, 2022
   (If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
8. The property on which said work of improvement was completed is in the city of San Diego, County of San Diego, State of California, and is described as follows:
9. The street address of said property is None: Work done on all schools and at the District Office
   (If no street address has been officially assigned, insert "none")

Dated: October 23, 2024

San Ysidro School District

Signature of owner of corporate officer of owner named in paragraph 2 or his agent

Dr. Jose Iniguez, Assistant Superintendent

VERIFICATION

I, the undersigned, say: I am the President of San Ysidro School District's Governing Board the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 7, (Date of signature), 20 24, at San Diego (City where signed), California.

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Irene Lopez, President of Governing Board of the San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 7, 2024

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: TASK ORDER NO. 4 AND NO. 5 TO THE B.R. BUILDING RESOURCES COMPANY MASTER AGREEMENT FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES

BACKGROUND INFORMATION:

The District was awarded two grant awards from the California Energy Commission (CEC), California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program for the following District schools that qualified: Sunset and Willow Elementary.

Task Order No. 4 is related to Grant Award No. 23R5UA1161 in the amount of $1,560,000.00 for Willow Elementary School. Building Resources will follow the California Schools Healthy Air, Plumbing and Efficiency Ventilation Program to complete the upgrade and replacement (U&R) OF 31 gas/electric package units.

Task order No. 5 is Grant Award No. 123R5UA168 in the amount of $2,325.000.00 for Sunset Elementary School. Building Resources will follow the California Schools Healthy Air, Plumbing and Efficiency Ventilation Program to complete the upgrade and replacement (U&R) OF 42 gas/electric package units.

RECOMMENDATION:

Approve Task Order No. 4 and Task Order No.5 with B.R. Building Resources to provide energy program implementation services as indicated in the CalSHAPE Grant Award Agreements for Willow and Sunset Schools.

LCAP GOAL AND ACTION/SERVICE (please indicate):

2.3 Ensure additional staff are available to maintain facilities, guaranteeing safety and access for all students, including those from unduplicated at each school site. Maximize personnel usage to ensure student safety and equitable access.

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

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?
☐ Yes ☐ No

Requisition #

GRANT TOTAL
$3,885.000.00
(Amount)

CalSHAPE Grant & other funding resources
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denia

Certification Requested ☐ Yes ☐ No

TASK ORDER

Date: _____ **Task Order No. 4**

This Task Order No. 4 (this "Task Order") entered into between:

San Ysidro School District ("Owner")
4350 Otay Mesa Road
San Ysidro, CA 92173

And

B.R. Building Resources Company ("Building Resources")
2247 Lindsay Way
Glendora, CA 91740

Is made pursuant to that certain Master Services Agreement between the Parties made effective April 14, 2022, including all Exhibits and attachments thereto (collectively the "MSA"),

The terms of the MSA are incorporated herein by this reference, and shall be fully binding and controlling as to the Parties, as if fully set forth herein. Capitalized terms used but undefined herein shall have the meanings ascribed to them in the MSA.

The Scope of Work: General Description

The Project:

Building Resources will follow the California Schools Healthy Air, Plumbing (CalSHAPE), and Efficiency Ventilation Program Revised Commission Guidelines adopted 5/08/2024 to complete the upgrade and replacement (U&R) of 31 gas/electric package units installed on the C-building at Willow Elementary School per the grant agreement #23R5UA1161.

The Carrier 48PGL units 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. All equipment cutsheets will be submitted to the Owner for comment and approval during the design review process.

Model Number (Existing)	Model Number (Proposed)*	Quantity
48PGLM05-D-60-FF	WHC060H4R0A	9
48PGLM06-D-60-FF	WHC072H4R0A	14
48PGLM07-D-60-FF	WHC084H4R0A	8

*Proposed model may vary based on Electrical and Mechanical Engineering

Scope of Services

Engineering

Field Investigation

1. All field investigation as required to fulfill the intent of the project.

Mechanical Design

1) Assessment and Analysis: Conduct a comprehensive assessment of current gas-electric HVAC systems and determine requirements for the new heat pump systems.
2) Field work will include measurements and documentation of each rooftop unit including dimensions of roof curb and all nameplate information.
3) Units requiring curb adapters will be identified. Roof curbs and all installation details will be included in contract drawings.
4) Clearances: Code clearances for rooftop units from existing exhaust outlets and plumbing vents will be field measured. Any required revisions to these systems will be included in this design.
5) Design and Specification: Develop detailed mechanical design plans for the installation of new package rooftop heat pump units, ensuring compatibility with
6) System Integration: Seamlessly integrate new heat pump systems, including any necessary modifications for supplemental electric heat.
7) Plumbing: mechanical design will include all plumbing design as required for new equipment including coordination of abandoned gas services as well as providing design of any new condensate drainage required for new equipment.

Electrical Design:

1) Power Supply Assessment: Evaluate electrical systems to support new heat pump units, ensuring compliance with safety standards.
2) Wiring and Controls: Design electrical wiring and control systems for efficient operation and energy management.
3) Safety and Compliance: Ensure designs meet local codes and regulations for electrical installations.

Structural Design:

1) Structural Analysis: Assess building structures for load-bearing capacity and implement necessary reinforcements. Review of gravity loading on the existing roof structure including wind and seismic anchorage for all new packaged rooftop units.
2) Support Systems: Design support and mounting systems for stable installation of heat pump units.
3) Compliance: Ensure structural designs comply with latest applicable building codes and standards.

Energy Compliance:

1) Title 24 Energy Analysis, Compliance Calculations and Compliance Certificates for each school.
2) CALGreen nonresidential plan review and checklist for each school.

DSA Approval:

1) BR will obtain all necessary approvals or permits for the Design from the Division of State Architects (DSA) as required for bidding and construction. This includes:
    a) Prepare and revise Design Drawings to meet DSA requirements for permit issuance.
    b) Address any modifications required by DSA to obtain necessary approvals.

Mechanical SOW

Equipment Removal

1) Close off gas valve at the unit.
    a) Disconnect gas supply line from unit and back to valve. Gas lines to be capped off at the valve and abandoned in place.
    b) Disconnect control communication wires at the unit, remove the controls enclosure from the unit.
    c) If condensate piping is copper and reusable, leave in place. Otherwise, remove and discard.
    d) Remove and properly dispose of existing equipment per EPA guidelines.

e) Remove existing Carrier package units from roof curb.
f) Take full responsibility for removal and disposal of units according to state and/or federal regulations at an approved disposal facility
g) Inspect supply and return duct lining for damage. If necessary, repair with glue, pins, and duct sealer as required
h) If curb cap shows any signs of deterioration (i.e. rust), remove and replace. Dispose of removed platforms at an approved disposal facility
i) Supply and install new minimum 24-gauge galvanized platform cover.

New Equipment Installation

1) Provide and install curb-adaptor on HVAC curb as specified by the mechanical design drawings.
2) Place and secure new Carrier units per the structural attachment specification in the approved drawing set.
   a) Reconnect supply.
      i) For down-shot configuration, match existing supply and return.
      ii) For horizontal configuration, include new transitions from existing ductwork to new units (new units shall not be connected directly to existing ductwork)
   b) Replace condensate lines with new Type M copper tubing.
      i) All condensate lines shall be installed in accordance with IAPMO California plumbing code chapters 7 and 8.
   c) All condensate lines are to be supported by Durablock.

Electrical SOW

1) Safe off and demo electrical as necessary for replacement of AC/RTUs
2) Provide and install NEMA 3R disconnect on each new unit
3) Reuse existing distribution and line side conduit and feeders for each new unit
4) Extend electrical as necessary into new disconnect, and from disconnect into each new unit POC and terminate
5) Provide all line voltage sealtite connections and terminations.

BAS SOW

Controls for (31) New DX RTUs

1) Provide and install Tridium based unit controllers (points assumed)

a) Fan Start/Stop
b) Fan Status
c) Reversing valve
d) Return Air Temperature
e) Supply Air Temperature
f) Zone Temperature/CO2 (Provide CO2 sensor)
g) Compressor status (x2)
h) Heat/cool mode

BMS Head-End IP interface:

1) Provide and install (2) Tridium Jace 9100 with 5-year SMA
   a) Provide Web Supervisor software with (100 BACnet connections)
   b) ENVYSION Graphics
   c) Provide 5 Year SMA for Web Supervisor
   d) Set up alarming/Trending
   e) Provide 3D graphics for all equipment and floorplans
   f) Owner Training

Construction Administration:

Building Resources shall provide Construction Administration services as follows:

1) Act as a representative of SYSD during construction of the Project.
2) Review submittals and shop drawings.
3) Manage all subtrade RFIs.
4) Advise and consult with SYSD regarding construction progress and issues.
5) Provide a dedicated site superintendent throughout construction
6) Provide a dedicated Project Manager for SYSD
7) Conduct engineering site visits to monitor construction quality and progress.
8) Maintain quality control of Design Documents to minimize errors and ensure adherence to project schedule and budget.

Closeout

9) Provide factory startup and commissioning
10) Inspect the Project to determine Final Completion. This includes certifying that all Work complies with the Construction Contract and addressing any Punch-list items identified by Building Resources.
11) As-Built Drawings:
    a) Upon completion, the design engineering team will ensure compliance with contractual obligations regarding As-Built documentation.
12) Provide onsite technician training as-required for the new controls and equipment
13) Provide SYSD with project closeout package, including
    a) As-Built drawing sets
    b) Equipment specification sheets
    c) Warranty certificates
    d) Training Manual
14) Complete required CEC reporting

Exclusions

Mechanical and Electrical

1) Precast and poured in place concrete work of any kind
2) Painting
3) Temporary utilities
4) Code compliance of existing systems
5) Duct pressure testing
6) Removal or replacement of ceiling assemblies
7) Roofing
8) Asbestos or mold removal in its entirety
9) Major structural modifications (below-roof)

Controls

1) IP drops
2) Underground conduits or piping
3) Provision of or integration of utility meters
4) Fiber optical cables or panels
5) Temporary controls or utilities
6) Control valves, temperature sensors, pressure sensors, flow switches, flow meters

Warranty

Equipment – Standard Manufacturer's Warranty
Labor – 1 Year

Compensation and Payment:

Payment for the Work is to be a fixed price (the "Fixed Price") in the amount of **$1,560,000.00**.

Within twenty (20) days from the date of execution of this Task Order, Building Resources shall submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the full amount of the Fixed Price.

Payment Applications are to be made monthly, and must be submitted on or before the 25th day of each month. If requested by Owner, Building Resources shall submit partial lien waivers with each interim Payment Application.

The rate of retainage on each progress payment shall be five (5%) percent. This retainage shall also be reduced upon Substantial Completion to the value of the Work remaining in order to achieve Final Completion. All remaining retainage will be paid with the payment due upon Final Completion.

The Payment Application for final payment on the Fixed Price shall be accompanied by: i) final lien waivers from all subcontractors and suppliers; ii) all close-out documents such as as-built drawings, manufacturers' warranties, and operating manuals; and iii) any other documentation as Owner may reasonably request.

Any potential drawings and specifications produced under this Task Order are part of a design-build construction process where Building Resources is both the designer and builder. Building Resources assumes no design liability should the Owner and/or another contractor implement the project without Building Resources acting as the prime contractor.

Work Schedule/Time:

1. Phase 1: Engineering Design: 11/11/2024-2/2/2025
2. Phase 2: DSA Review & Approval: 2/5/2025-4/30/2025
3. Phase 3: Equipment Procurement: 1/31/2025 - 5/31/2025
4. Phase 4: Implementation: 6/12/2025 - 8/1/2025
5. Phase 5: Closeout: 8/1/2025-6/21/2026

Time is of the essence:

Building Resources guarantees that it shall perform and complete all work required by this Task Order in accordance with the requirements of the MSA by the Project Completion Date. The Project Completion Date shall be 587 CALENDAR DAYS from the commencement date stated herein.

Liquidated Damages:

Building Resources agrees that it shall be liable to the Owner for liquidated damages in an amount of five hundred dollars ($500.00) per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site(s). If not completed by the Project Completion Date, it is understood that the Owner will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage

which the Owner will sustain in the event of and by reason of Building Resources' failure to complete the work, and therefore Building Resources shall pay to the Owner the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due Building Resources may be retained to cover liquidated damages.

Other Matters

a. Building Resources shall comply with the provisions of Education Code section 45125.1 concerning the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, unless the Owner has determined pursuant to Education Code section 45125.2 that, under the totality of the circumstances, based on the Work to be performed pursuant to this Task Order, Building Resources, and any of its subcontractors and employees, will have only limited contact with the Owner's pupils. Building Resources shall not allow any employee to have contact with the Owner's pupils until such time as Building Resources has verified in writing to the Owner that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Building Resources shall ensure that its employees, agents, and employees or agents of its subcontractors comply with this Section and the applicable provisions of the Education Code. Building Resources shall verify its compliance with this Section for each employee on a form provided by the Owner.

b. To the extent Building Resources or any of its subcontractors are providing construction services on school facilities of the Owner, Building Resources shall comply with the provisions of Education Code section 45125.2 to ensure the safety of pupils, and will not be subject to Education Code section 45125.1 as provided therein. The Owner shall specify the appropriate security measures, as set forth in Education Code section 45125.2, to be implemented.

c. Separate from the requirements of the Education Code, Building Resources shall comply with all health, safety, and security measures established by the Owner.

d. The following sections of the Owner's Grant Agreement #23R5UA1161 with the California Energy Commission (CEC) are incorporated in this Task Order:

   i. Standard of Performance (Section 3)
   ii. Legal Statements on Products (included in Section 5, "Products")
   iii. Prevailing Wage (Section 10)
   iv. Recordkeeping, Cost Accounting, and Auditing (Section 11)

v. Equipment (Section 14)
vi. Indemnification (Section 17)
vii. Intellectual Property (Section 20)
viii. Access to Sites and Records (included in Section 22, "General Provisions")
ix. Nondiscrimination (included in Section 23, "Certifications and Compliance")

San Ysidro School District	**Building Resources**
By:_____	By:_____
Name: Marilyn Adrianzen	Name:_____
Title: Chief Business Official	Title:_____
Date:_____	Date:_____

Board approved: _____

TASK ORDER

Date: _____ **Task Order No. 5**

This Task Order No. 5 (this "Task Order") entered into between:

San Ysidro School District ("Owner")
4350 Otay Mesa Road
San Ysidro, CA 92173

And

B.R. Building Resources Company ("Building Resources")
2247 Lindsay Way
Glendora, CA 91740

Is made pursuant to that certain Master Services Agreement between the Parties made effective April 14, 2022, including all Exhibits and attachments thereto (collectively the "MSA"),

The terms of the MSA are incorporated herein by this reference, and shall be fully binding and controlling as to the Parties, as if fully set forth herein. Capitalized terms used but undefined herein shall have the meanings ascribed to them in the MSA.

The Scope of Work: General Description

The Project:

Building Resources will follow the California Schools Healthy Air, Plumbing (CalSHAPE), and Efficiency Ventilation Program Revised Commission Guidelines adopted 5/08/2024 to complete the upgrade and replacement (U&R) of 42 gas/electric package units installed at Sunset Elementary School per the grant agreement #23R5UA1168.

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. All equipment cutsheets will be submitted to the Owner for comment and approval during the design review process.

Model Number (Existing)	Model Number (Proposed)*	Quantity
48TCDD14A	WHJ150-4S0L**	1
48HJD012-MB671	WHC120H4RLA	1
48TCDD08A2P6A	WHC092H4R0A	1
48TCDD12A	WHC120H4RLA	1
48HJL005 -- B651	WHC048H4R0A	32
48TMD025--B601	WHJ240-4S0L**	2
48HJL006	WHC060H4R0A	3
48HJD008 -- MB641	WHC092H4R0A	1

*Proposed model may vary based on Electrical and Mechanical Engineering

Scope of Services

Engineering

Field Investigation

1. All field investigation as required to fulfill the intent of the project.

Mechanical Design

1) Assessment and Analysis: Conduct a comprehensive assessment of current gas-electric HVAC systems and determine requirements for the new heat pump systems.
2) Field work will include measurements and documentation of each rooftop unit including dimensions of roof curb and all nameplate information.
3) Units requiring curb adapters will be identified. Roof curbs and all installation details will be included in contract drawings.
4) Clearances: Code clearances for rooftop units from existing exhaust outlets and plumbing vents will be field measured. Any required revisions to these systems will be included in this design.
5) Design and Specification: Develop detailed mechanical design plans for the installation of new package rooftop heat pump units, ensuring compatibility with
6) System Integration: Seamlessly integrate new heat pump systems, including any necessary modifications for supplemental electric heat.
7) Plumbing: mechanical design will include all plumbing design as required for new equipment including coordination of abandoned gas services as well as providing design of any new condensate drainage required for new equipment.

Electrical Design:

1) Power Supply Assessment: Evaluate electrical systems to support new heat pump units, ensuring compliance with safety standards.
2) Wiring and Controls: Design electrical wiring and control systems for efficient operation and energy management.
3) Safety and Compliance: Ensure designs meet local codes and regulations for electrical installations.

Structural Design:

1) Structural Analysis: Assess building structures for load-bearing capacity and implement necessary reinforcements. Review of gravity loading on the existing roof structure including wind and seismic anchorage for all new packaged rooftop units.
2) Support Systems: Design support and mounting systems for stable installation of heat pump units.
3) Compliance: Ensure structural designs comply with latest applicable building codes and standards.

Energy Compliance:

1) Title 24 Energy Analysis, Compliance Calculations and Compliance Certificates for each school.
2) CALGreen nonresidential plan review and checklist for each school.

DSA Approval:

1) BR will obtain all necessary approvals or permits for the Design from the Division of State Architects (DSA) as required for bidding and construction. This includes:
    a) Prepare and revise Design Drawings to meet DSA requirements for permit issuance.

b) Address any modifications required by DSA to obtain necessary approvals.

Mechanical SOW

Equipment Removal

1) Close off gas valve at the unit.
   a) Disconnect gas supply line from unit and back to valve. Gas lines to be capped off at the valve and abandoned in place.
   b) Disconnect control communication wires at the unit, remove the controls enclosure from the unit.
   c) If condensate piping is copper and reusable, leave in place. Otherwise, remove and discard.
   d) Remove and properly dispose of existing equipment per EPA guidelines.
   e) Remove existing Carrier package units from roof curb.
   f) Take full responsibility for removal and disposal of units according to state and/or federal regulations at an approved disposal facility
   g) Inspect supply and return duct lining for damage. If necessary, repair with glue, pins, and duct sealer as required
   h) If curb cap shows any signs of deterioration (i.e. rust), remove and replace. Dispose of removed platforms at an approved disposal facility
   i) Supply and install new minimum 24-gauge galvanized platform cover.

New Equipment Installation

1) Provide and install curb-adaptor on HVAC curb as specified by the mechanical design drawings.
2) Place and secure new Carrier units per the structural attachment specification in the approved drawing set.
   a) Reconnect supply.
      i) For down-shot configuration, match existing supply and return.
      ii) For horizontal configuration, include new transitions from existing ductwork to new units (new units shall not be connected directly to existing ductwork)
   b) Replace condensate lines with new Type M copper tubing.
      i) All condensate lines shall be installed in accordance with IAPMO California plumbing code chapters 7 and 8.
   c) All condensate lines are to be supported by Durablock.

Electrical SOW

1) Safe off and demo electrical as necessary for replacement of AC/RTUs
2) Provide and install NEMA 3R disconnect on each new unit
3) Reuse existing distribution and line side conduit and feeders for each new unit
4) Extend electrical as necessary into new disconnect, and from disconnect into each new unit POC and terminate
5) Provide all line voltage sealtite connections and terminations.

BAS SOW

Controls for (42) New DX RTUs

1) Provide Tridium based control solution for each unit (points assumed)

a) Fan Start/Stop
b) Fan Status
c) Reversing valve
d) Return Air Temperature
e) Supply Air Temperature
f) Zone Temperature/CO2 (Provide CO2 sensor)
g) Compressor status (x2)
h) Heat/cool mode

BMS Head-End IP interface:

2) Provide and install (2) Tridium Jace 9100 with 5-year SMA
   a) Provide Web Supervisor software with (100 BACnet connections)
   b) ENVYSION Graphics
   c) Provide 5 Year SMA for Web Supervisor
   d) Set up alarming/Trending
   e) Provide 3D graphics for all equipment and floorplans
   f) Owner Training

Construction Administration:
Building Resources shall provide Construction Administration services as follows:

1) Act as a representative of SYSD during construction of the Project.
2) Review submittals and shop drawings.
3) Manage all subtrade RFIs.
4) Advise and consult with SYSD regarding construction progress and issues.
5) Provide a dedicated project superintendent throughout construction
6) Provide a dedicated Project Manager for SYSD
7) Conduct engineering site visits to monitor construction quality and progress.
8) Maintain quality control of Design Documents to minimize errors and ensure adherence to project schedule and budget.

Closeout

9) Provide startup and commissioning
10) Inspect the Project to determine Final Completion. This includes certifying that all Work complies with the Construction Contract and addressing any Punch-list items identified by Building Resources.
11) As-Built Drawings:
    a) Upon completion, the design engineering team will ensure compliance with contractual obligations regarding As-Built documentation.
12) Provide onsite technician training as-required for the new controls and equipment
13) Provide SYSD with project closeout package, including
    a) As-Built drawing sets
    b) Equipment specification sheets

c) Warranty certificates

d) Training Manual

14) Complete required CEC reporting

Exclusions

Mechanical and Electrical

1) Precast and poured in place concrete work of any kind
2) Painting
3) Temporary utilities
4) Code compliance of existing systems
5) Duct pressure testing
6) Removal or replacement of ceiling assemblies
7) Roofing
8) Asbestos or mold removal in its entirety
9) Major structural modifications (below-roof)

Controls

1) IP drops
2) Underground conduits or piping
3) Provision of or integration of utility meters
4) Fiber optical cables or panels
5) Temporary controls or utilities
6) Control valves, temperature sensors, pressure sensors, flow switches, flow meters

Warranty

Equipment – Standard Manufacturer's Warranty
Labor – 1 Year

Compensation and Payment:

Payment for the Work is to be a fixed price (the "Fixed Price") in the amount of **$2,325,000.00**.

Within twenty (20) days from the date of execution of this Task Order, Building Resources shall submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the full amount of the Fixed Price.

Payment Applications are to be made monthly, and must be submitted on or before the 25th day of each month. If requested by Owner, Building Resources shall submit partial lien waivers with each interim Payment Application.

The rate of retainage on each progress payment shall be five (5%) percent. This retainage shall also be reduced upon Substantial Completion to the value of the Work remaining in order to achieve Final Completion. All remaining retainage will be paid with the payment due upon Final Completion.

The Payment Application for final payment on the Fixed Price shall be accompanied by: i) final lien waivers from all subcontractors and suppliers; ii) all close-out documents such as as-built drawings, manufacturers' warranties, and operating manuals; and iii) any other documentation as Owner may reasonably request.

Any potential drawings and specifications produced under this Task Order are part of a design-build construction process where Building Resources is both the designer and builder. Building Resources assumes no design liability should the Owner and/or another contractor implement the project without Building Resources acting as the prime contractor.

Work Schedule/Time:

1. Phase 1: Engineering Design: 11/11/2024-2/2/2025
2. Phase 2: DSA Review & Approval: 2/5/2025-4/30/2025
3. Phase 3: Equipment Procurement: 1/31/2025 - 5/31/2025
4. Phase 4: Implementation: 6/12/2025 - 8/1/2025
5. Phase 5: Closeout: 8/1/2025-9/26/2026

Time is of the essence:

Building Resources guarantees that it shall perform and complete all work required by this Task Order in accordance with the requirements of the MSA by the Project Completion Date. The Project Completion Date shall be 684 CALENDAR DAYS from the commencement date stated herein.

Liquidated Damages:

Building Resources agrees that it shall be liable to the Owner for liquidated damages in an amount of five hundred dollars ($500.00) per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site(s). If not completed by the Project Completion Date, it is understood that the Owner will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of Building Resources' failure to complete the work, and therefore Building Resources shall pay to the Owner the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due Building Resources may be retained to cover liquidated damages.

Other Matters

a. Building Resources shall comply with the provisions of Education Code section 45125.1 concerning the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, unless the Owner has determined pursuant to Education Code section 45125.2 that, under the totality of the circumstances, based on the Work to be performed pursuant to this Task Order, Building Resources, and any of its subcontractors and employees, will have only limited contact with the Owner's pupils. Building Resources shall not allow any employee to have contact with the Owner's pupils until such time as Building Resources has verified in writing to the Owner that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Building Resources shall ensure that its employees, agents, and employees or agents of its subcontractors comply with this Section and the applicable provisions of the Education Code. Building Resources shall verify its compliance with this Section for each employee on a form provided by the Owner.

b. To the extent Building Resources or any of its subcontractors are providing construction services on school facilities of the Owner, Building Resources shall comply with the provisions of Education Code section 45125.2 to ensure the safety of pupils, and will not be subject to Education Code section 45125.1 as provided therein. The Owner shall specify the appropriate security measures, as set forth in Education Code section 45125.2, to be implemented.

c. Separate from the requirements of the Education Code, Building Resources shall comply with all health, safety, and security measures established by the Owner.

d. The following sections of the Owner's Grant Agreement #23R5UA1168 with the California Energy Commission (CEC) are incorporated in this Task Order:

   i. Standard of Performance (Section 3)
   ii. Legal Statements on Products (included in Section 5, "Products")
   iii. Prevailing Wage (Section 10)
   iv. Recordkeeping, Cost Accounting, and Auditing (Section 11)

v. Equipment (Section 14)
vi. Indemnification (Section 17)
vii. Intellectual Property (Section 20)
viii. Access to Sites and Records (included in Section 22, "General Provisions")
ix. Nondiscrimination (included in Section 23, "Certifications and Compliance")

San Ysidro School District	**Building Resources**
By:_____	By:_____
Name: Marilyn Adrianzen	Name:_____
Title: Chief Business Official	Title:_____
Date:_____	Date:_____

Board approved: _____