San Ysidro School District
Governing Board

BOARD MEETING MATERIALS

Thursday,
November 14, 2024
5:00 p.m.

Willow School
Auditorium
226 Willow Road
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, NOVEMBER 7, 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 was held on Thursday, November 7, 2024, and conducted its business meeting at **Smythe School - Auditorium, 1880 Smythe Ave, San Ysidro, CA 92173.** 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 began immediately following closed session at approximately 6:00 p.m.

MINUTES

1. CALL TO ORDER Who: I. Lopez Time: 5:01 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 - *Absent*

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

Motion: Martinez Second: Rosario Vote: 4-0

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 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:

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

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

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 4

The Board had nothing to report from Closed Session.

RECONVENED into OPEN SESSION at 6:22 p.m. 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.

6. CALL TO ORDER Who: I.Lopez Time: 6:22 p.m.

7. ROLL CALL by Board Vice President Zenaida Rosario
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 - *Absent*

8. FLAG SALUTE by Robin Mueller, Smythe Elementary 6th grade student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Inzunza)

9.1 Smythe Elementary School - Student and Staff Recognitions

- The following students are recognized for outstanding participation in the Dragon Buddies program: Lex Corona, 6th-grade student; Daniel Ontiveros, 6th-grade student; and Robin Muller, 6th-grade student
- The following staff are recognized for their focus on accelerating learning for English learners: Jasmine Vega, 4/5th grade Dual Language Teacher; Marisela Cali, 3/4th grade SDC/MS Teacher; and David Salazar, 6th-grade SEI/ME Teacher

9.2 CSBA Masters in Governance Program Certificate of Completion: Board Vice President Zenaida Rosario - Presented by Communications Specialist, Cristina Inzunza

10. 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.

Penny Ann Cline, Retired San Ysidro Teacher and Administrator, Commented: 1) Shared remarks about the Writer's Tea and expressed gratitude to the district for their continued support in promoting student writers and authors.

Melanie Miller, Retired San Ysidro Teacher, Commented: 1) Shared remarks about the Writer's Tea and expressed gratitude to the district for their continued support in promoting student writers and authors.

Pablo Sainz Ferretti, Community Author, Commented: 1) Shared remarks about the District's Student Anthology and the District's continued support in promoting student writers and authors. 2) Mentioned being the chair of the California Readers Young Medal program and provided information about the program.

Raquel Maden, CSBA Lead Pacer, Commented: 1) Mentioned being a former student in Mrs. Miller's class and her personal experience with writing and thanked Mrs. Cline and Mrs. Miller for continuing to support student writing in the district. 2) Shared how proud she is to be a former Board Member for San Ysidro School District.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member R. Lopez, Commented: 1) Expressed appreciation to Smythe Elementary School for hosting the board meeting. 2) Thanked Manuela Colom for always helping the district as an administrative substitute.

Board Vice President Rosario, Commented: 1) Expressed gratitude to Manuela Colom and Sylvia Lugo for their support of Smythe Elementary School. 2) Thanked Melanie Miller and Penny Ann Kline for their dedication to supporting student writers. 3) Shared remarks on the success of the restoration of the Writer's Tea event for student authors last year and hope that it continues this year.

Board Clerk Martinez, Commented: 1) Shared remarks honoring Raquel Marquez Maden.
2) Expressed gratitude to Smythe Elementary School for hosting the board meeting. 3) Emphasized the desire to continue the District Student Anthology this year. 4) Highlighted the importance of safety for both staff and students. 5) Thanked the San Ysidro community for their support. 6) Announced the successful passing of three GO Bonds (KK, LL, and MM).

Board President I. Lopez, Commented: 1) Expressed gratitude to Smythe Elementary School for hosting the board meeting. 2) Praised Director of Educational Services Luis Ramos and Resource Teachers for their presentation at the Mini CABE conference. 3) Highlighted the importance of extracurricular activities like band and performing arts. 4) Thanked Superintendent Potter for providing leadership stability within the district.

Superintendent Potter, Commented: 1) Announced that preliminary election results indicate the likelihood that three GO Bonds (Measures KK, LL, and MM) were successfully passed for the district and expressed gratitude to the community. 2) Thanked the San Ysidro Women's Club and highlighted the upcoming 24th Annual Teddy Bears for Kids event on Friday, December 13, from 2:30 to 4:30 p.m. at San Ysidro Middle School. 3) Participated in the annual Supe Tank 4.0 event, sharing that the team, which included four districts, secured six sponsors to host the first-ever Global Goals Forum for 200 sixth graders in San Diego county and that the Balboa Park Fleet Science Center will host the event. 4) Recognized the child nutrition department for receiving the United States Department of Agriculture's Food and Nutrition Services award, one of only 52 recipients nationwide. 5) Shared reflections on the 100th anniversary of the San Ysidro Library, emphasizing the importance of reading and community libraries for student success. 6) Announced that Todd Lewis, Director of Education Technology, was nominated for the County of San Diego's 2024 Top Tech Award. 7) Shared that she was invited was one of a select few superintendents in the state to be invited to speak before the Assembly State Budget and Education Committee Chairs regarding the Local Control Funding Formula (LCFF) as an advocate for education funding.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Government Accounting Standards Board (GASB) 75 and Other Post-Employment Benefits (OPEB) - Presented by Sandy DeKalb ASA, EA, MAAA, Nyhart

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of September 12, 2024.

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

13.2 ORGANIZATIONAL MEETING (Potter)
The Board approved 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.

Motion: Martinez Second: Rosario Vote: 4-0

13.3 GASB 75 STATEMENT AND OPEB REPORT FOR FISCAL YEAR 2023-24 (Adrianzen)
This agenda item was Information Only. *(A representative from Nyhart Company presented the 2023-24 OPEB Report.)*

13.4 RESOLUTION NO. 24/25-0020 REQUESTING A TEMPORARY TRANSFER OF FUNDS FOR FISCAL YEAR 2024-25 (Adrianzen)
The Board adopted 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.

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

13.5 FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 0000 SERIES (Bojorquez)
The Board approved 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.

Motion: Martinez Second: Rosario Vote: 4-0

13.6 FIRST READING AND ADOPTION OF BOARD POLICIES - 2000 SERIES (Adrianzen)
The Board approved the first reading and adoption of revised Board Policies – 2000 series: Board Policy 2121 - Superintendent's Contract.

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

13.7 FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATIONS AND EXHIBITS - 3000 SERIES (Adrianzen/Iniguez)
The Board approved the first reading and adoption of revised Administrative Regulations and Exhibits – 3000 series: Administrative Regulation 3517 - Facilities Inspection and Exhibit(1) 3517 - Facilities Inspection.

Motion: Rosario Second: Martinez Vote: 4-0

13.8 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES (Burciaga)

The Board approved 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.

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

13.9 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 7000 SERIES (Adrianzen)

The Board approved 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.

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

13.10 FIRST READING AND ADOPTION OF BOARD BYLAWS AND EXHIBITS - 9000 SERIES (Potter)

The Board approved 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.

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

13.11 FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2024-2025 (Iniguez)

The Board accepted the Report of William's Settlement related complaints for the fourth 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.

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

13.12 APPROVE REVISED SUBSTITUTE SALARY SCHEDULE (Burciaga)

The Board approved the revised Substitute Schedule to reflect Substitute Classified new hourly rates as recommended by staff.

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

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Martinez Second: Rosario Vote: 4-0

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Burciaga)

The Board approved/ratified the employment for the following as recommended by staff:

14A.1 Administrative Clerk I
- a. Laisha Gastelum, Sunset

14A.2 Bus Aide
- a. Edwin Inzunza, Transportation

14A.3 Lead Child Nutrition Specialist
- a. Domitila Urrea, Sunset

14A.4 Substitute Campus Aide
- a. Axel Alvarez, All Sites
- b. Isabel Lemus, All Sites
- c. Karen Vazquez, All Sites

14A.5 Substitute Campus Security
- a. Carlos Lopez, All Sites
- b. Rio Moreno, All Sites

14A.6 Substitute Child Nutrition Specialist
- a. Ana Karen Fernandez, All Sites
- b. Karen Morgan Valle, All Sites
- c. Branda Valenzula Galvan, All Sites

14A.7 Substitute Clerk
- a. Isabel Lemus, All Sites
- b. Lizeth Martinez-Castro, All Sites
- c. Sandra Osuna, All Sites
- d. Viviana Snyder, All Sites
- e. Branda Valenzuela Galvan, All Sites

14A.8 Substitute Custodian
- a. Axel Alvarez, All Sites

14A.9 Substitue Instructional Aide
- a. Axel Alvarez, All Sites
- b. Arielle Cabrera Murillo, All Sites
- c. Kelly Dunnon, All Sites
- d. Desiree Franco, All Sites
- e. Jaime Godinez, All Sites
- f. Branda Valenzuela Galvan, All Sites
- g. Karen Vazquez, All Sites

RESIGNATION (Burciaga)
The Board approved/ratified to the resignation for the following as recommended by staff:

14A.10 Instructional Aide
a. Yvette Isida Lozano, Ocean View Hills

14B. PERSONNEL – CERTIFICATED

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

14B.1 Special Day Class Teacher (Moderate/Severe)
a. Brenda Gonzalez, Sunset

14B.2 Substitute Preschool Permit Teacher
a. Cristina Gomez, Child Development Center

RESIGNATION (Burciaga)
The Board approved the resignation for the following as recommended by staff:

14B.3 Language, Speech, and Hearing Specialist
a. Dinah Marrujo, Ocean View Hills

14C. CURRICULUM & INSTRUCTION

14C.1 SCHOOLS' PARTICIPATION IN THE SAN DIEGO COUNTY SCRIPPS REGIONAL SPELLING BEE PROGRAM (Bojorquez)
The Board approved 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.

14C.2 PEAR ASSESSMENT LICENSE SUBSCRIPTION RENEWAL FOR VISTA DEL MAR MIDDLE (Bojorquez/Herrera-Cevallos)
The Board approved 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.

14C.3 SUBSCRIPTION RENEWAL OF THE FRECKLE MATH STUDENT PROGRAM FROM RENAISSANCE LEARNING, INC. (Bojorquez/Bravo)
The Board approved 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.

14C.4 PROFESSIONAL DEVELOPMENTS (Bojorquez)
Approve/Ratify the attendance and participation of District staff to the different professional developments as attached.

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the purchase orders incurred by the District during the month of September 2024.

14D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the month of September 2024.

14D.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted the donations and grants valued at $6,285.29 to help support and enrich our educational programs.

14D.4 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.

14D.5 AGREEMENT WITH FRANTZ LAW GROUP (Adrianzen)
The Board approved the agreement with Frantz Law Group to provide legal and consulting services to pursue claims for damages associated with the Insulin pricing litigation.

14D.6 DISPOSAL OF OBSOLETE DOCUMENTS BEYOND LEGAL RETENTION PERIOD - BUSINESS SERVICES (Adrianzen)
The Board approved 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.

14D.7 MEMBERSHIP TO THE CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) 2024-2025 (Potter)
The Board approved 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.

14D.8 AGREEMENT WITH UNIVERSITY OF DENVER THROUGH MORGRIDGE COLLEGE OF EDUCATION (Burciaga)
The Board approved 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.

14D.9 GRANT AWARD FOR THE CALIFORNIA COMMUNITY SCHOOLS PARTNERSHIP PROGRAM, IMPLEMENTATION COHORT 3 (Bojorquez/Medina)
The Board accepted 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. Smythe Elementary, Sunset Elementary, Willow Elementary and San Ysidro Middle are the recipients of this California School Partnership (CCSPP) Grant Award.

14D.10 GRANT AWARD FOR THE EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM (Bojorquez/Medina)
The Board accepted 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.

14D.11 AMENDMENT NO. 2 TO THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM (SDQPI) AGREEMENT FOR 2024-2025 (Bojorquez/Pretzer)
The Board approved/ratified 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.

14D.12 AGREEMENT WITH BIRCH AGENCY (Bojorquez/Madera)

The Board approved/ratified 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.

14D.13 AGREEMENT WITH EDTHEORY, LLC (Bojorquez/Madera)

The Board approved 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.

14D.14 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SOLIANT HEALTH, LLC (Bojorquez/Madera)

The Board approved/ratified 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.

14D.15 AGREEMENT WITH ACE COOLERS, INC. (Iniguez)

The Board approved/ratified 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 Maintenance Fund.

14D.16 AGREEMENT WITH JOHNSON CONSULTING ENGINEERS, INC. (Iniguez)

The Board approved 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.

14D.17 PROPOSAL CONTRACT WITH SOUTH BAY FENCE (Iniguez)

The Board approved the proposal contract 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.

14D.18 WORK AUTHORIZATION TO PLACEWORKS MASTER AGREEMENT (Iniguez)

The Board approved 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.

14D.19 NOTICE OF COMPLETION FOR THE DISTRICT-WIDE ROOFING PROJECT (Iniguez)

The Board approved the Notice of Completion for the District-wide Roofing Projects.

14D.20 TASK ORDER NO. 4 AND NO. 5 TO THE B.R. BUILDING RESOURCES COMPANY MASTER AGREEMENT FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES (Iniguez)

The Board approved 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.

Board Clerk Martinez made a motion to recess to closed session, seconded by Board President Irene Lopez. The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:34 p.m. in accordance with section 54954.5 regarding:

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

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

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 4

RECONVENED into OPEN SESSION at 8:20 p.m. 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.

The Board had nothing to report from Closed Session.

Board Clerk Antonio Martinez made a motion to adjourn, seconded by Board Vide-President Rosario. The vote was 4-0.

15. ADJOURNMENT Time: 8:21 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPOINTMENT OF MEMBERS TO THE CITIZENS BOND OVERSIGHT COMMITTEE

BACKGROUND INFORMATION:

The Bond Oversight Committee (BOC) shall consist of seven (7) members subject to the provisions stated in the amended and restated ByLaws and any vacancies which may occur. The Oversight Committee may not include any employee or official or any vendor, contractor or consultant of the District.

The Committee currently has one vacancy (b) below. After many months of seeking, we were able to find a qualified applicant. The District would like to recommend the appointment of this applicant.

(a) One (1) member who is active in a business organization representing the business community located within the District;
(b) One (1) member who is active in a senior citizen's organization; Applicant Ms. Kerwin
(c) One (1) member who is active in a bona fide taxpayer association;
(d) One (1) members shall be the parent or guardian of a child enrolled in the District;
(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.
(f) Two (2) members shall be Community Members at Large.

RECOMMENDATION:

Approve the appointment of Ms. Nancy Kerwin to the Citizens' Bond Oversight Committee to serve effective November 15, 2024 representing the Senior Citizen's Group.

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 14, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 AND MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SAN YSIDRO CHAPTER NO. 154

BACKGROUND INFORMATION:
On October 29, 2024, the San Ysidro School District and the California School Employees Association (CSEA) entered into a Memorandum of Understanding regarding the 2024-25 Equity Clause Implementation "me too" clause in Article XIV of the CSEA Collective Bargaining Agreement and the following is agreed to based on the agreement mentioned above:

- Modifications have been made to Articles 6, 7, and 11
- Article 14 – Wage and Fringe Benefits *(change in compensation and benefits):*
  - Effective January 1, 2025: 2% classified salary schedule increase. The increase above shall be implemented upon approval by the Governing Board.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and approval of the Memorandum of Understanding with the California School Employees Association (CSEA) related to the 2024-25 Equity Clause Implementation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Adjustment (Amount)	(Name of funding source and/or location)
$183,440.00	General , Child Development & CNS

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

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	SAN YSIDRO SCHOOL DISTRICT
Name of Bargaining Unit:	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning: July 1, 2024 (date) and ending: June 30, 2025 (date)

If this agreement is part of a multi-year agreement, indicate all fiscal years covered by the agreement.
Enter the on-schedule % increase for each fiscal year. (Do not report off-schedule increases in this section)

Fiscal Year	2024-25	2025-26	2026-27
% Increase	2% increase beginning 01-01-25		

The Governing Board will act upon this agreement on: November 14, 2024 (date)

Budget Revisions to be adopted by: (no later than 45 days after approval) December 29, 2024 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation Fund 01- General Fund	Annual Cost Prior to Proposed Settlement 24-25 Adopted Budget / 23-24 Unaudited Actuals	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for ongoing costs, multiyear and overlapping agreements) Year 1 Increase/(Decrease) 2024-25	Year 2 Increase/(Decrease) 2025-26	Year 3 Increase/(Decrease) 2026-27
1	**Salary Schedule**	$ 11,378,840	$ 113,788.40	$ 229,852.57	$ 234,449.62
	On-Schedule increase		1.00%	2.00%	2.00%
2	**Step & Column**	$ 1	2,275.77	4,597.05	$ 4,688.99
	Increase or decrease in the cost of step & column as a result of the settlement				
			0.00%	0.00%	0.00%
3	**Other Compensation**				
	Stipends, Off-schedule payments, Longevity, Overtime, Differential, one-time bonuses, etc				
4	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc	$ 4,370,612.89	$ 43,706	$ 88,286	$ 90,052
			1.00%	2.00%	2.00%
5	**Health/Welfare Plans**			-	-
6	**Total Bargaining Unit Compensation** Add Items 1 through 5 to equal 6	$ 15,749,454	$ 159,770	$ 322,736	$ 329,191
			1.01%	2.03%	2.03%
7	**Total Number of Bargaining Unit Employees/FTE**	329.00			
8	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 47,871	$ 486	$ 981	$ 1,001
			1.01%	2.03%	2.03%

Will this agreement trigger a "Me Too" agreement with another bargaining unit? No

Impact on Other Funds

Will this agreement have an impact on any other funds?		Annual Cost Prior to Proposed Settlement 24-25 Adopted Budget / 23-24 Unaudited Actuals	Year 1 Increase/(Decrease) 2024-25	Year 2 Increase/(Decrease) 2025-26	Year 3 Increase/(Decrease) 2026-27
No	Adult Education Fund				
Yes	Child Development Fund	539,343	7,465	15,229	15,533
Yes	Cafeteria Fund	1,096,758	15,180	30,968	31,587
No	Other Enterprise Fund				
Yes	Building Fund	74,084	1,025	2,092	2,134

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

Subject to ratification by the California Schools Employees Association and approval by the San Ysidro School District Board of Trustees, the parties have agreed to the following: Effective January 1, 2025, the classified salary schedule will be increased by 2%.

10. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

There were no additional steps, columns or ranges were added to the salary schedules.

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

There were no changes in non-compensation items such as class size adjustments, staff development days, etc.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

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

Will the increase in costs as a result of the agreement necessitate budget reductions in the current or subsequent two fiscal years? (●) YES ( ) NO

If yes, please specify the amount of the budget reductions necessary for each fiscal year

2024-25	2025-26	2026-27
$ 3,000,000.00	$ 1,000,000.00	$800,000-$1,000,000

SAN YSIDRO SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

No contingency language is included in the proposed agreement.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

No major revisions were made to other provisions within the agreement.

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund, Child Development Fund, Cafeteria Fund, Building Fund

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The ongoing costs will be funded by the general fund, the child development fund, the cafeteria fund and the building fund.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This is not a multiyear agreement.

SAN YSIDRO SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (24-25 Adopted Budget / 23-24 Unaudited Actuals)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 56,362,755			$ 56,362,755
Federal Revenue	8100-8299	$ 100,000		$ -	$ 100,000
Other State Revenue	8300-8599	$ 834,195			$ 834,195
Other Local Revenue	8600-8799	$ 350,000		$ -	$ 350,000
TOTAL REVENUES		$ 57,646,950		$ -	$ 57,646,950
EXPENDITURES					
Certificated Salaries	1000-1999	$ 21,571,706			$ 21,571,706
Classified Salaries	2000-2999	$ 8,489,675	$ 116,064		$ 8,605,739
Employee Benefits	3000-3999	$ 11,070,665	$ 43,706		$ 11,114,371
Books and Supplies	4000-4999	$ 747,396		$ -	$ 747,396
Services and Other Operating Expenditures	5000-5999	$ 5,610,500		$ -	$ 5,610,500
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 271,000			$ 271,000
Transfers of Indirect Costs	7300-7399	$ (1,058,568)		$ -	$ (1,058,568)
TOTAL EXPENDITURES		$ 46,702,374	$ 159,770	$ -	$ 46,862,144
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699		$ -		$ -
Contributions	8980-8999	$ (11,183,707)	$ -	$ -	$ (11,183,707)
OPERATING SURPLUS (DEFICIT)*		$ (239,130)	$ (159,770)	$ -	$ (398,900)
BEGINNING FUND BALANCE	9791	$ 3,097,153			$ 3,097,153
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 2,858,023	$ (159,770)	$ -	$ 2,698,252
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,000	$ -	$ -	$ 100,000
Restricted	9740				
Committed	9750-9760		$ -	$ -	$ -
Assigned	9780	$ 394,863	$ (159,770)	$ -	$ 235,093
Reserve for Economic Uncertainties	9789	$ 2,363,159		$ -	$ 2,363,159
Unassigned/Unappropriated Amount	9790	$ 0	$ -	$ -	$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (24-25 Adopted Budget / 23-24 Unaudited Actuals)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 297,113		$ -	$ 297,113
Federal Revenue	8100-8299	$ 2,755,080		$ -	$ 2,755,080
Other State Revenue	8300-8599	$ 15,379,086		$ -	$ 15,379,086
Other Local Revenue	8600-8799	$ 2,584,525			$ 2,584,525
TOTAL REVENUES		$ 21,015,804		$ -	$ 21,015,804
EXPENDITURES					
Certificated Salaries	1000-1999	$ 7,087,351		$ -	$ 7,087,351
Classified Salaries	2000-2999	$ 3,863,856		$ -	$ 3,863,856
Employee Benefits	3000-3999	$ 7,932,547		$ -	$ 7,932,547
Books and Supplies	4000-4999	$ 1,463,980		$ -	$ 1,463,980
Services and Other Operating Expenditures	5000-5999	$ 10,862,686			$ 10,862,686
Capital Outlay	6000-6999	$ -			$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 699,418		$ -	$ 699,418
TOTAL EXPENDITURES		$ 31,909,838	$ -	$ -	$ 31,909,838
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699		$ -		$ -
Contributions	8980-8999	$ 11,183,707	$ -	$ -	$ 11,183,707
OPERATING SURPLUS (DEFICIT)*		$ 289,673	$ -	$ -	$ 289,673
BEGINNING FUND BALANCE	9791	$ 21,158,059			$ 21,158,059
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 21,447,732	$ -	$ -	$ 21,447,732
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 21,447,732		$ -	$ 21,447,732
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (24-25 Adopted Budget / 23-24 Unaudited Actuals)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 56,659,868		$ -	$ 56,659,868
Federal Revenue	8100-8299	$ 2,855,080		$ -	$ 2,855,080
Other State Revenue	8300-8599	$ 16,213,281		$ -	$ 16,213,281
Other Local Revenue	8600-8799	$ 2,934,525		$ -	$ 2,934,525
TOTAL REVENUES		$ 78,662,754		$ -	$ 78,662,754
EXPENDITURES					
Certificated Salaries	1000-1999	$ 28,659,058	$ -	$ -	$ 28,659,058
Classified Salaries	2000-2999	$ 12,353,531	$ 116,064	$ -	$ 12,469,595
Employee Benefits	3000-3999	$ 19,003,212	$ 43,706	$ -	$ 19,046,918
Books and Supplies	4000-4999	$ 2,211,376		$ -	$ 2,211,376
Services and Other Operating Expenditures	5000-5999	$ 16,473,186		$ -	$ 16,473,186
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 271,000		$ -	$ 271,000
Transfers of Indirect Costs	7300-7399	$ (359,150)		$ -	$ (359,150)
TOTAL EXPENDITURES		$ 78,612,211	$ 159,770	$ -	$ 78,771,982
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 50,543	$ (159,770)	$ -	$ (109,227)
BEGINNING FUND BALANCE	9791	$ 24,255,211			$ 24,255,211
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 24,305,754	$ (159,770)	$ -	$ 24,145,984
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,000	$ -	$ -	$ 100,000
Restricted	9740	$ 21,447,732	$ -	$ -	$ 21,447,732
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 394,863	$ (159,770)	$ -	$ 235,093
Reserve for Economic Uncertainties	9789	$ 2,363,159	$ -	$ -	$ 2,363,159
Unassigned/Unappropriated Amount	9790	$ 0	$ -	$ -	$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4g: Fund 63 - Other Enterprise Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4h: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Additional Comments:

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

	Object Code	2024-25 Total Revised Budget After Settlement	2025-26 First Subsequent Year After Settlement	2026-27 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 56,362,755	$ 56,984,505	$ 58,062,231
Federal Revenue	8100-8299	$ 100,000	$ 100,000	$ 100,000
Other State Revenue	8300-8599	$ 834,195	$ 807,025	$ 793,847
Other Local Revenue	8600-8799	$ 350,000	$ 350,000	$ 350,000
TOTAL REVENUES		$ 57,646,950	$ 58,241,530	$ 59,306,078
EXPENDITURES				
Certificated Salaries	1000-1999	$ 21,571,706	$ 21,918,858	$ 22,357,235
Classified Salaries	2000-2999	$ 8,605,739	$ 8,978,815	$ 9,217,953
Employee Benefits	3000-3999	$ 11,114,371	$ 11,508,511	$ 11,773,450
Books and Supplies	4000-4999	$ 747,396	$ 553,822	$ 558,641
Services and Other Operating Expenditures	5000-5999	$ 5,610,500	$ 5,370,960	$ 5,525,107
Capital Outlay	6000-6999	$ -	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 271,000	$ 271,000	$ 271,000
Transfers of Indirect Costs	7300-7399	$ (1,058,568)	$ (1,088,843)	$ (1,120,093)
Other Adjustments			$ -	
TOTAL EXPENDITURES		$ 46,862,144	$ 47,513,123	$ 48,583,294
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -		
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ (11,183,707)	$ (11,483,707)	$ (11,783,707)
OPERATING SURPLUS (DEFICIT)*		$ (398,900)	$ (755,300)	$ (1,060,923)
BEGINNING FUND BALANCE	9791	$ 3,097,153	$ 2,698,252	$ 1,942,952
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 2,698,252	$ 1,942,952	$ 882,029
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,000	$ 100,000	$ 100,000
Restricted	9740			
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 235,092		
Reserve for Economic Uncertainties	9789	$ 2,363,159	$ 2,411,573	$ 2,465,110
Unassigned/Unappropriated Amount	9790	$ 1	$ (568,621)	$ (1,683,081)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

	Object Code	2024-25 Total Revised Budget After Settlement	2025-26 First Subsequent Year After Settlement	2026-27 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 297,113	$ 297,113	$ 297,113
Federal Revenue	8100-8299	$ 2,755,080	$ 2,755,080	$ 2,755,080
Other State Revenue	8300-8599	$ 15,379,086	$ 15,368,034	$ 15,362,673
Other Local Revenue	8600-8799	$ 2,584,525	$ 2,584,525	$ 2,584,525
TOTAL REVENUES		$ 21,015,804	$ 21,004,752	$ 20,999,391
EXPENDITURES				
Certificated Salaries	1000-1999	$ 7,087,351	$ 7,299,972	$ 7,445,971
Classified Salaries	2000-2999	$ 3,863,856	$ 3,979,772	$ 4,059,367
Employee Benefits	3000-3999	$ 7,932,547	$ 8,013,356	$ 8,136,500
Books and Supplies	4000-4999	$ 1,463,980	$ 1,476,567	$ 1,489,415
Services and Other Operating Expenditures	5000-5999	$ 10,862,686	$ 11,573,359	$ 11,905,514
Capital Outlay	6000-6999	$ -	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -	$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 699,418	$ 719,421	$ 740,069
Other Adjustments			$ -	
TOTAL EXPENDITURES		$ 31,909,838	$ 33,062,447	$ 33,776,837
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ 11,183,707	$ 11,483,707	$ 11,783,707
OPERATING SURPLUS (DEFICIT)*		$ 289,673	$ (573,988)	$ (993,739)
BEGINNING FUND BALANCE	9791	$ 21,158,059	$ 21,447,732	$ 20,873,744
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 21,447,732	$ 20,873,744	$ 19,880,005
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 21,447,732	$ 20,873,744	$ 19,880,005
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

	Object Code	2024-25 Total Revised Budget After Settlement	2025-26 First Subsequent Year After Settlement	2026-27 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 56,659,868	$ 57,281,618	$ 58,359,344
Federal Revenue	8100-8299	$ 2,855,080	$ 2,855,080	$ 2,855,080
Other State Revenue	8300-8599	$ 16,213,281	$ 16,175,059	$ 16,156,520
Other Local Revenue	8600-8799	$ 2,934,525	$ 2,934,525	$ 2,934,525
TOTAL REVENUES		$ 78,662,754	$ 79,246,282	$ 80,305,469
EXPENDITURES				
Certificated Salaries	1000-1999	$ 28,659,058	$ 29,218,830	$ 29,803,207
Classified Salaries	2000-2999	$ 12,469,595	$ 12,958,587	$ 13,277,321
Employee Benefits	3000-3999	$ 19,046,918	$ 19,521,867	$ 19,909,950
Books and Supplies	4000-4999	$ 2,211,376	$ 2,030,389	$ 2,048,056
Services and Other Operating Expenditures	5000-5999	$ 16,473,186	$ 16,944,319	$ 17,430,621
Capital Outlay	6000-6999	$ -	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 271,000	$ 271,000	$ 271,000
Transfers of Indirect Costs	7300-7399	$ (359,150)	$ (369,422)	$ (380,024)
Other Adjustments		$ -	$ -	$ -
TOTAL EXPENDITURES		$ 78,771,982	$ 80,575,570	$ 82,360,131
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (109,227)	$ (1,329,288)	$ (2,054,662)
BEGINNING FUND BALANCE	9791	$ 24,255,211	$ 24,145,984	$ 22,816,696
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 24,145,984	$ 22,816,696	$ 20,762,034
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,000	$ 100,000	$ 100,000
Restricted	9740	$ 21,447,732	$ 20,873,744	$ 19,880,005
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 235,092	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 2,363,159	$ 2,411,573	$ 2,465,110
Unassigned/Unappropriated Amount	9790	$ 1	$ (568,621)	$ (1,683,081)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SAN YSIDRO SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2024-25	2025-26	2026-27
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 78,771,982	$ 80,575,570	$ 82,360,131
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 78,771,982	$ 80,575,570	$ 82,360,131
d.	Projected P-2 ADA	3,876	3,799	3,723
e.	State Standard Minimum Reserve Percentage for this District	3.00%	3.00%	3.00%
f.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line e, or $69,000)	$ 2,363,159	$ 2,417,267	$ 2,470,804

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 2,363,159	$ 2,411,573	$ 2,465,110
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ 1	$ (568,621)	$ (1,683,081)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 2,363,160	$ 1,842,952	$ 782,029
f.	Reserve for Economic Uncertainties Percentage	3.00%	2.29%	0.95%

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

	Yes		No	
2024-25	Yes	X	No	
2025-26	Yes		No	X
2026-27	Yes		No	X

4. If no, how do you plan to restore your reserves?

The 24-25 First Interim Report will include a 25-26 and 26-27 budget reduction plan in the amount of $1.8 million-$2.0 million.

J. CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year-All Funds

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 183,441
Ending Balance(s) Increase/(Decrease)	$ (183,441)

Subsequent Years- All Funds

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	$ 749,469
Ending Balance(s) Increase/(Decrease)	$ (749,469)

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Certifications

☑ I hereby certify ☐ I am unable to certify

☑ **The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.**

☑ **The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.**

Gina A. Potter

District Superintendent (Signature) — 11/3/2024 **Date**

◉ I hereby certify ○ I am unable to certify

☑ **The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.**

☑ **The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.**

Marilyn Adrianzen

Chief Business Official (Signature) — 11/3/2024 **Date**

Contact Person: MARILYN ADRIANZEN — Telephone Number: 619-428-4476

Parent/Teacher Organization Contact Information (attach additional page if more space is needed) — E-mail address

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: 2025 CSBA DELEGATE ASSEMBLY NOMINATIONS

BACKGROUND INFORMATION:

The San Ysidro School District is a member of the California School Boards Association (CSBA). CSBA is a nonprofit education association representing the elected officials who govern public school districts and county offices of education.

The Delegate Assembly is a vital link in the association's governance and sets the general policy direction. Working with member boards, the Board of Directors, Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state.

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly nominations must be made by Governing Boards within their geographical region or subregion. Region 17, San Diego County, has eight vacancies. Delegate Assembly members are elected at large from all of the nominations received by their geographical region or subregion. Nominations are to be submitted by January 7, 2025.

There will be 7 seats open for elected Delegates in this year's election.

RECOMMENDATION:

Nominate, in accordance with CSBA Bylaws, Board members in Region 17 as candidates for election to the CSBA Delegate Assembly 2025-2027.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

N/A	N/A
(Amount)	(Name of funding source and/or location)

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

October 25, 2024

TIME SENSITIVE - REQUIRES BOARD ACTION
DEADLINE: Tuesday, January 7, 2025

MEMORANDUM

To: CSBA Member District Boards
From: Albert Gonzalez, President
Re: Call for Nominations to CSBA's Delegate Assembly

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, and the Executive Committee, Delegates ensure the Association promotes the interests of California's school districts and county offices of education. Delegates with terms that end in 2025 are up for election. Ballots for the Delegate Assembly election will be sent to each member board within the region or subregion by February 1, 2025. Delegates elected in 2025 will serve a two-year term beginning April 1, 2025. There are two required Delegate Assembly meetings each year; in 2025, the dates are May 17-18 and December 1-2.

Nomination and biographical sketch forms for CSBA's Delegate Assembly are being accepted until **Tuesday, January 7, 2025**. The nomination process is as follows:

- CSBA member boards are eligible to nominate board members within their own geographical region or subregion.
- Member boards eligible to appoint a member of their board to the Delegate Assembly may also nominate board members to run for election to the Delegate Assembly.
- Boards eligible to appoint must do so by January 7, 2025.
- Nominating boards must submit a separate Nomination Form for each person nominated.
- Nominees must serve on a CSBA member board from the region or subregion.
- All nominees must submit a required biographical sketch form.
- Nominees may submit an optional one-page, one-sided résumé.

Documents related to the nomination process are being provided online only. The forms, as well as information about the Delegate Assembly, may be accessed from CSBA's website: www.csba.org/ElectiontoDA. If you would like to receive a PDF version of the forms, please send your request to the Executive Office at nominations@csba.org. **It is the nominee or appointee's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

The deadline for nomination materials is **11:59 p.m. on Tuesday, January 7, 2025.**
Please submit required documents using one of the following methods:

- Electronically online
- E-mail to nominations@csba.org by 11:59 p.m., Jan. 7, 2025, OR
- Fax to (916) 371-3407 by 11:59 p.m., Jan. 7, 2025, OR
- Postmarked by U.S.P.S. no later than Tues., January 7, 2025 (3251 Beacon Blvd., West Sacramento, CA 95691)

Please do not hesitate to contact us at nominations@csba.org should you have questions. Thank you.

REGION 14 – *18 Delegates (14 elected/4 appointed*)*
Director: John McPherson (Monterey COE)

Michael Greer (Del Norte County & USD), 2025
JoDee Read (Plumas County & USD), 2026
Peggy Cohen-Thompson (Solano COE), 2025
David Patterson (Placer COE), 2026
Beverly Gerard (San Mateo COE), 2025
Shelton Yip (Yolo COE), 2026
Angela Normand (Alameda COE), 2025
Juliana Feriani (Tuolumne COE), 2026
Janet Wohlgemuth (Monterey COE), 2025
Marcy Masumoto (Fresno COE), 2026
Arleigh Kidd (Ventura COE), 2025
Joe Enea (Tulare COE), 2026
Vacant (Orange COE)*, 2025
Laura Mancha (San Bernardino COE), 2026
Guadalupe Gonzalez (San Diego COE)*, 2025
Lucy Hendry (Imperial COE), 2026
Maimona Afzal Berta (Santa Clara COE)*, 2026
Monte Perez (Los Angeles COE)*, 2025

REGION 15 – *24 Delegates (16 elected/8 appointed*)*
Director: Susan Henry (Huntington Beach Union HSD)

County: Orange
Alfonso Alvarez (Santa Ana USD)*, 2026
Michelle Barto (Newport-Mesa USD), 2025
Paul Bokota (Irvine USD)*, 2026
Katelyn Brazer Aceves (Santa Ana USD)*, 2025
Lauren S. Brooks (Irvine USD), 2026
Judy Bullockus (Capistrano USD)*, 2025
Bonnie Castrey (Huntington Beach Union HSD), 2025
Carol Crane (Newport-Mesa USD), 2026
Jackie Filbeck (Anaheim ESD), 2025
Carrie Flanders (Brea Olinda USD), 2025
Gila Jones (Capistrano USD)*, 2026
Candice (Candi) Kern (Cypress ESD), 2026
Lauren Klatzker (Fullerton Joint Union HSD), 2025
Deana Miller (Brea Olinda USD), 2026
Arturo Montez (Centralia ESD), 2025
Kelly Osborne (Laguna Beach USD), 2025
Theresa (Teri) Rocco (Garden Grove USD)*, 2025
Lan Q. Nguyen (Garden Grove USD)*, 2026
Annemarie Randle-Trejo (Anaheim Union HSD), 2026
Barbara Schulman (Saddleback Valley USD), 2026
Rhodia Shead (Buena Park ESD), 2025
Jonathan Stone (Tustin USD), 2026
Suzie Swartz (Saddleback Valley USD), 2025
Region 15 County
Vacant (Orange COE), 2025
Delegates-at-Large
Marilyn Buchi (Fullerton Joint Union HSD)

REGION 16 – *18 Delegates (14 elected/4 appointed*)*
Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)
Susan Patton (Lone Pine USD), 2025
Subregion 16-B (San Bernardino)
Heather Allgood (Helendale SD), 2026
Joe Armendarez (Fontana USD)*, 2026
Amanda Buchanan (Apple Valley USD), 2026
Mayra Ceballos (San Bernardino City USD)*, 2025
Mikki Cichocki (San Bernardino City USD)*, 2026
Tom Courtney (Lucerne Valley USD), 2026
Barbara Dew (Victor Valley Union HSD), 2026
Gwen Dowdy Rodgers (San Bernardino COE), 2025
Cindy Gardner (Rim of the World USD), 2026
Maria Gomez (Hesperia USD), 2025
Ronald Newton (Mountain View ESD), 2025
Adam Perez (Fontana USD)*, 2025
Gabriel Stine (Victor ESD), 2025
Eric Swanson (Hesperia USD), 2025
Kathy Thompson (Central ESD), 2025
Scott Wyatt (San Bernardino City USD), 2026
Region 16 County
Laura Mancha (San Bernardino COE), 2026

REGION 17 – *23 Delegates (17 elected/6 appointed*)*
Director: Eleanor Evans (Oceanside USD)

County: San Diego
Whitney Antrim (Coronado USD), 2025
Sabrina Bazzo (San Diego USD)*, 2025
Maria Betancourt-Castaneda (National SD), 2026
Stacy Carlson (San Marcos USD), 2025
Eddie Jones (Fallbrook Union HSD), 2026
Julie Kelly (Vista USD), 2026
Melissa Krogh (Warner USD), 2025
Rudy Lopez (San Ysidro ESD), 2026
Elva Lopez-Zepeda (Sweetwater Union HSD), 2025
Gee Wah Mok (Del Mar Union SD), 2026
Darshana Patel (Poway USD)*, 2025
Dawn Perfect (Ramona USD), 2026
Cody Petterson (San Diego USD)*, 2025
Barbara Ryan (Santee SD), 2025
Dr. Don Sauter (Jamul-Dulzura Union ESD), 2026
Nicholas Segura Jr. (Sweetwater Union HSD)*, 2026
Arturo Solis (Sweetwater Union HSD)*, 2025
Rhea Stewart (Cardiff SD), 2026
Marla Strich (Encinitas Union ESD), 2026
Cipriano Vargas (Vista USD), 2025
Sharon Whitehurst-Payne (San Diego USD)*, 2026
Katrina Young (San Dieguito Union HSD), 2025
Region 17 County
Guadalupe Gonzalez (San Diego COE), 2025

Delegate Assembly
Important Dates

2025 Delegate Assembly Election

Tuesday, January 7:	Deadline for Nomination Forms and Biographical Sketch Forms
Saturday, February 1:	Ballots sent to member boards
Monday, March 17:	Deadline for ballots to be sent back to CSBA
By Monday, March 31:	Ballots will be counted
Tuesday, April 1:	First day of new 2-year term for Delegates elected in 2025

2025 Delegate Assembly Meeting Dates

Saturday – Sunday, May 17 - 18
(Scheduled to occur in Sacramento)

Monday - Tuesday, December 1 - 2
(Scheduled to occur in Sacramento)

Frequently Asked Questions regarding Delegate Assembly Nominations and Elections for 2025

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years, April 1, 2025 through March 31, 2027.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by their own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting their name.

What does a nomination consist of? A nomination consists of a completed nomination form and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (Please Note: a résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch form will be copied exactly as submitted and included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either electronically online, by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Tuesday, January 7, 2025.** ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office prior to the January 7 due date.***

How are nominees elected to serve on Delegate Assembly? Ballots are mailed by Saturday, February 1 to each district or county board within the region or subregion. Ballots must be returned to CSBA via U.S.P.S. postmarked by Monday, March 17 to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and

candidates are notified of the results no later than April 1. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2025, the first meeting will be May 17-18 in Sacramento and the second one will be December 1-2 in Sacramento preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at nominations@csba.org.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Manuel Bojorquez,
Assistant Superintendent,
Educational Leadership and
Pupil Services
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS – 1000 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 1113 - District and School Websites
- Administrative Regulation 1113 - District and School Websites
- Exhibit(1) 1113 - District and School Websites
- Board Policy 1114 - District-Sponsored Social Media
- Administrative Regulation 1114 - District-Sponsored Social Media
- Board Policy 1250 - Visitors/Outsiders
- Administrative Regulation 1250 - Visitors/Outsiders
- Board Policy 1260 - Educational Foundation
- Board Policy 1312.3 - Uniform Complaint Procedures
- Administrative Regulation 1312.3 - Uniform Complaint Procedures
- Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures
- Exhibit(1) 1312.4 - Williams Uniform Complaint Procedures
- Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies, Administrative Regulations and Exhibits – 1000 series: Board Policy 1113 - District and School Websites, Administrative Regulation 1113 - District and School Websites, Exhibit(1) 1113 - District and School Websites, Board Policy 1114 - District-Sponsored Social Media, Administrative Regulation 1114 - District-Sponsored Social Media, Board Policy 1250 - Visitors/Outsiders, Administrative Regulation 1250 - Visitors/Outsiders, Board Policy 1260 - Educational Foundation, Board Policy 1312.3 - Uniform Complaint Procedures, Administrative Regulation 1312.3 - Uniform Complaint Procedures, Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures, Exhibit(1) 1312.4 - Williams Uniform Complaint Procedures and Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A
(Amount)	(Name of funding source and/or location)

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

Policy 1113: District And School Websites

Status: ADOPTED

Original Adopted Date: 07/01/2007 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** 06/01/~~2023~~2024

CSBA NOTE: The following optional policy is for use by districts that maintain their own website(s) and may be revised to reflect district practice. District strategies for effective use of websites may be incorporated into the district's comprehensive communications plan; see BP 1100 - Communication with the Public.

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school websites. The use of district and school websites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

Design Standards

The Superintendent or designee shall establish design standards for district and school websites in order to maintain a consistent identity, professional appearance, and ease of use.

CSBA NOTE: The following paragraph is optional. Pursuant to Civil Code 1798.99.28-1798.99.40, ~~as added by AB 2273 (Ch. 320, Statutes of 2022),~~ businesses that provide online services, products, or features that are likely to be accessed by children are required to prioritize the best interests of students in designing such products or features, to ensure that children are not exposed to harmful or potentially harmful content, contact, or conduct. Though this law is not necessarily applicable to districts, it is good guidance for districts seeking to create a safe online space for students.

District design standards shall require an evaluation of products, features, and content accessible to students on district and school websites to prevent access to harmful or potentially harmful material.

CSBA NOTE: Pursuant to Title II of the Americans with Disabilities Act (ADA) (42 USC 12131-12134) and Section 504 of the Rehabilitation Act of 1973 (29 USC 705, 794; 34 CFR 104.1-104.39), districts have an obligation to provide an equal opportunity to individuals with disabilities to participate in and receive the benefits of the educational program, and must provide accommodations or modifications when necessary to ensure equal treatment. ~~The U.S. Department of Education's Office for Civil Rights June 2010 and May~~ 2011 Dear Colleague ~~Letters interpret that such obligations include the requirement that district websites be accessible to individuals with disabilities.~~

A U.S. Department of Justice technical assistance publication, "Accessibility of State and Local Government Websites to People with Disabilities~~",~~," states that an agency with a website that is otherwise inaccessible to individuals with disabilities may meet its legal obligations by providing an alternative accessible way for them to use the programs or services (e.g., a staffed telephone information line), but points out that these alternatives are unlikely to provide an equal degree of

access in terms of hours of operation or range of options and programs available. See the accompanying administrative regulation for accessibility guidelines.

The district's design standards shall address the accessibility of district and school websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

Website Content

The Superintendent or designee shall develop content guidelines for district and school websites and assign staff to review and approve content prior to posting.

CSBA NOTE: The following optional paragraph ensures consistency of district policies regarding advertising and may be revised to reflect district practice.

Board policy pertaining to advertising in district and school publications, as specified in ~~BP~~Board Policy 1325 - Advertising and Promotion, shall also apply to advertising on district and school websites.

Privacy Rights

CSBA NOTE: Business and Professions Code 22580-22582 prohibit an operator of a website from knowingly using, disclosing, compiling, or allowing a third party to use, disclose, or compile the personal information of a minor for the purpose of marketing or advertising specified types of products or services. Business and Professions Code 22584-22585 prohibit the operator of a website that provides services to K-12 students from selling or disclosing specified student information or knowingly using that student information to engage in targeted advertising to students or parents/guardians or to amass a profile about a student. Business and Professions Code 22586 provides a similar prohibition for the operator of a website used, designed, and marketed primarily for preschool or prekindergarten purposes from knowingly engaging in specified activities, including targeted advertising, selling, or disclosing a student's information, and using specified information to amass a profile about a student except in furtherance of preschool or prekindergarten purposes. See BP 5125 - Student Records for further information regarding protection of student information.

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school websites.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. The district should carefully consider whether to place personally identifiable information on district or school websites since release of such information may put individuals, including students, at risk and also may violate Education Code 49073, which prohibits disclosure of student directory information to any private profit-making entity; see BP/AR/E(1) 5125.1 - Release of Directory Information.

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school websites.

CSBA NOTE: The following options address the use of students' photographs on district or school websites. Option 1 is for use by districts that, pursuant to Education Code 49061 and 34 CFR 99.3, include photographs in the definition of directory information, as specified in AR 5125.1 - Release of Directory Information, and publish student photographs along with student names unless a parent/guardian requested in writing that no photographs of the child be released without

prior written consent. Option 2 is for use by districts that do not allow student photographs to be published along with student names unless specific consent for such publication is received from the parent/guardian.

~~OPTION 1: The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with the student's name, may be published on district or school websites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR Board Policy and Administrative Regulation 5125.1 - Release of Directory Information.~~
~~END OF OPTION 1~~

OPTION 2: Photographs of individual students shall not be published on district or school websites accompanied by the student's name or other personally identifiable information without the prior written consent of the student's parent/guardian.
END OF OPTION 2

CSBA NOTE: The remainder of this policy is for use by all districts.

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district websites.

CSBA NOTE: Posting of ~~Employees~~'employees' home addresses, personal telephone numbers, or personal email addresses on district or school websites is prohibited by law in certain circumstances in order to maintain employee privacy and safety. See BP 1340 - Access to District Records, AR 3580 - District Records, and BB 9012 - Board Member Electronic Communications.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school websites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school websites without the prior written permission of that individual. (Government Code 3307.5, 7928.205, 7920.535)

No public safety official shall be required to consent to the posting on the Internet of the public safety official's photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or the officer's family. (Government Code 3307.5)

Policy Reference UPDATE Service
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All rights reserved.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description

Bus. and Prof. Code 22580-22582	Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	Student Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Ed. Code 35182.5	Contracts for advertising
Ed. Code 32526	Use of learning recovery funds
Ed. Code 33353	Incident tracking
Ed. Code 35258	Internet access to school accountability report cards
Ed. Code 42103	Budget notification
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985.5	Synthetic drugs
Ed. Code 49006	Seclusion and restraint
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 5092	Filling Vacancies
Ed. Code 60048	Commercial brand names, contracts, or logos
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12950	California Civil Rights Department posters
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
Pub. Res. Code 21082.1	California Environmental Quality Act environmental review documents

Federal	**Description**
16 CFR 312.1-312.13	Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

29 USC 705	Definitions; Vocational Rehabilitation Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.61	Nondiscrimination on the basis of disability
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	**Description**
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Civil Rights Department Publication	Transgender Rights in the Workplace
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Aaris v. Las Virgenes Unified School District (1998) 64 Cal.App.4th 1112
Court Decision	City of San Jose v. Superior Court (2017) 2 Cal.5th 608
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
~~U.S. DOE Office for Civil Rights Publication~~	~~Joint Dear Colleague Letter: Electronic Book Readers, June 29, 2010~~
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023
U.S. DOJ, Civil Rights Division Publication	Accessibility of State and Local Government Websites to People with Disabilities, February 2020
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, June 2018 https://www.w3.org/WAI/standards-guidelines/wcag/
Website	Fact Sheet: New rule on the accessibility of web content and mobile apps provided by state and local governments https://www.ada.gov/notices/2024/03/08/web-rule/
Website	CSBA District and County Office of Education Legal Services
Website	Governor's Office of Planning and Research, The California Environmental Quality Act
Website	California Department of Education, Web Accessibility Standards
Website	California Interscholastic Federation

	https://www.cifstate.org/sports/sportsmanship/response/Discrimination_Harassment_Complaint_Form.pdf
Website	California School Public Relations Association
Website	California Cybersecurity Integration Center https://www.caloes.ca.gov/office-of-the-director/operations/homeland-security/california-cybersecurity-integration-center/
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department
~~World Wide Web Consortium Publication~~	~~Web Content Accessibility Guidelines, December 2008~~

Cross References

Code	Description
0000	Vision
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
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0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3100	Budget
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4119.21	Professional Standards
4119.21-E(1)	Professional Standards

4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials
4161.8	Family Care And Medical Leave
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
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5131.2	Bullying
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5131.41	Use of Seclusion And Restraint
5141.5	Mental Health
6020	Parent Involvement
6020	Parent Involvement
6145.2	Athletic Competition
6145.2	Athletic Competition

6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
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
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6190	Evaluation Of The Instructional Program
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
9012	Board Member Electronic Communications
9223	Filling Vacancies
9310	Board Policies
9320	Meetings And Notices
9322	Agenda/Meeting Materials

Regulation 1113: District And School Websites

Status: ADOPTED

Original Adopted Date: 03/01/2000 **| Last Revised Date:** ~~10~~06/01/~~2017~~2024 **| Last Reviewed Date:** ~~10~~06/01/~~2017~~2024

CSBA NOTE: The following optional administrative regulation is for use by districts that maintain their own website(s) and should be revised to reflect district practice.

Design Standards

The Superintendent or designee shall develop design standards for district and school websites that include, but are not limited to, guidelines to ensure the clear organization of the material, readability of the font type and size, and simplicity of the navigation structure linking the content on the website. Such standards shall take into consideration the ease of use on a wide range of devices.

CSBA NOTE: Pursuant to Title II of the Americans with Disabilities Act (ADA) (42 USC 12131-12134) and Section 504 of the Rehabilitation Act of 1973 (29 USC 705, 794; 34 CFR 104.1-104.39), districts have an obligation to provide an equal opportunity to individuals with disabilities to participate in and receive the benefits of the educational program. The U.S. Department of Education's Office for Civil Rights June 2010 and May 2011 Dear Colleague Letters interpret that such obligations include the requirement that district websites be accessible to individuals with disabilities.

While there are no explicit standards detailed in law or regulations addressing accessible features, the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 and Web Accessibility Initiative Accessible Rich Internet Applications Suite are widely used tools that may serve as guidelines for district and school websites. Additionally, examples of technical standards for accessibility are available on the California Department of Education's website.

In accordance with the requirements of the Americans with Disabilities Act and Section 504 of the federal Rehabilitation Act of 1973, district and school websites shall contain features that ensure accessibility for individuals with disabilities, which may include, but are not limited to, captions for videos and multimedia presentations, text alternatives to images, provision of sufficient time to use the content, avoidance of flashing images, adequate contrast in visual presentations, and/or other features that meet applicable standards for website accessibility. The Superintendent or designee shall regularly review district and school websites and modify them as needed to ensure legal compliance with accessibility standards.

Website Content

CSBA NOTE: The following section may be revised to reflect district practice.

Government Code 54954.2 requires the district to post a "prominent, direct link" to the current Board meeting agenda on the primary homepage of the district's ~~web-site~~website. However, districts that use an integrated agenda management platform (i.e., a website dedicated to providing the entirety of the agenda information for the Governing Board) are exempt from this requirement

if a direct link to the platform is posted on the homepage and the current agenda is the first agenda available at the top of the platform. Government Code 54954.2 specifies that agendas posted either through a direct link or through use of an integrated agenda management platform must be (1) retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications;, (2) platform independent and machine readable;, and (3) available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

As applicable, district and school websites shall provide current information regarding the district's mission and goals, district/school programs and operations, district/school news, agendas and minutes of Governing Board meetings, School Accountability Report Cards, school calendars, links to educational resources.

With approval of the principal, individual teachers may create web pages linked to the district or school website to provide information pertaining to class assignments, expectations, and activities.

CSBA NOTE: In determining whether to limit or allow the ability of certain groups or individuals to provide content for district or school websites, districts should consult with CSBA's District and County Office of Education Legal Services or district legal counsel on matters pertaining to protected speech and equal access; see BP/AR 5145.2 - Freedom of Speech/Expression and BP/AR 6145.5 - Student Organizations and Equal Access.

Student work may be published on district or school websites provided that both the student and the student's parent/guardian provide written permission or the work is part of an existing publication such as a school newspaper.

CSBA NOTE: Federal copyright law (17 USC 106) grants a copyright owner the exclusive rights to reproduce, distribute, make derivative works of, publicly perform, or publicly display the copyrighted work or to authorize others to do so. However, pursuant to 17 USC 107, "fair use" (i.e., the reproduction of limited portions of copyrighted materials without the copyright owner's permission) is allowed for such purposes as criticism, comment, news reporting, teaching, scholarship, or research; see BP/AR 6162.6 - Use of Copyrighted Materials. Even if use of certain copyrighted materials in the district meets the criteria for a fair use exception, text, art, or photos that are not clearly stated to be in the "public domain" and available for free use should not be replicated on a district or school website without prior permission of the copyright owner.

Any copyrighted material to be posted on a district or school website shall be submitted to the Superintendent or designee together with the permission of the copyright owner to reprint the material. Any copyrighted material submitted without the copyright owner's permission shall only be posted on a district or school website if the Superintendent or designee determines that the material is in the public domain or that the intended use meets the criteria for fair use or another exception pursuant to 17 USC 107-122. When any copyrighted material is posted, the website shall include a notice crediting the copyright owner and, as necessary, shall note that permission to reprint the material was granted.

Whenever a district or school website includes links to external websites, it shall include a disclaimer that the district is not responsible for the content of external websites.

Roles and Responsibilities

Any employee assigned as a district or school webmaster shall be responsible for the uploading of

material to the website(s) upon approval of the Superintendent or designee. The employee shall review district and school websites to ensure consistency with district standards, regularly check links for accuracy and appropriateness, keep the web server free of outdated or unused files, and provide technical assistance as needed.

The Superintendent or designee may assign additional staff members to conduct editorial reviews of all materials submitted for publication on district or school websites and to make corrections as needed in spelling, grammar, or accuracy of content.

The Superintendent or designee shall provide staff development opportunities related to district content guidelines, design standards, and accessibility laws and standards to district communications and technology staff, district and school webmasters, and/or other appropriate staff.

Security

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 schools. Districts are encouraged to 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' Cybersecurity Integration Center website.

Pursuant to Education Code 35266, districts that experience a cyberattack which impacts more than 500 students or personnel are required to report such cyberattack to the California Cybersecurity Integration Center.

The Superintendent or designee shall establish security procedures for the district's computer network to prevent unauthorized access and changes to district and school websites. To the extent possible, the host computer(s) shall be in a lockable room with restricted access.

Policy Reference UPDATE Service
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All rights reserved.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Bus. and Prof. Code 22580-22582	Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	Student Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Ed. Code 35182.5	Contracts for advertising
Ed. Code 32526	Use of learning recovery funds

Ed. Code 33353	Incident tracking
Ed. Code 35258	Internet access to school accountability report cards
Ed. Code 42103	Budget notification
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985.5	Synthetic drugs
Ed. Code 49006	Seclusion and restraint
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 5092	Filling Vacancies
Ed. Code 60048	Commercial brand names, contracts, or logos
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12950	California Civil Rights Department posters
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
Pub. Res. Code 21082.1	California Environmental Quality Act environmental review documents

Federal	**Description**
16 CFR 312.1-312.13	Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 705	Definitions; Vocational Rehabilitation Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.61	Nondiscrimination on the basis of disability
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	**Description**

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U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023
U.S. DOJ, Civil Rights Division Publication	Accessibility of State and Local Government Websites to People with Disabilities, February 2020
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, June 2018 https://www.w3.org/WAI/standards-guidelines/wcag/
Website	Fact Sheet: New rule on the accessibility of web content and mobile apps provided by state and local governments https://www.ada.gov/notices/2024/03/08/web-rule/
Website	CSBA District and County Office of Education Legal Services
Website	Governor's Office of Planning and Research, The California Environmental Quality Act
Website	California Department of Education, Web Accessibility Standards
Website	California Interscholastic Federation https://www.cifstate.org/sports/sportsmanship/response/Discrimination_Harassment_Complaint_Form.pdf
Website	California School Public Relations Association
Website	California Cybersecurity Integration Center

	https://www.caloes.ca.gov/office-of-the-director/operations/homeland-security/california-cybersecurity-integration-center/
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department
~~World Wide Web Consortium Publication~~	~~Web Content Accessibility Guidelines, December 2008~~

Cross References

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4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials

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6162.6	Use Of Copyrighted Materials
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6163.4-E(1)	Student Use Of Technology
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6190	Evaluation Of The Instructional Program
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
9012	Board Member Electronic Communications
9223	Filling Vacancies
9310	Board Policies
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9322	Agenda/Meeting Materials

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

Status: ADOPTED

Original Adopted Date: 10/01/2020 **| Last Revised Date:** 06/01/~~2023~~2024 **| Last Reviewed Date:** 06/01/~~2023~~2024

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEBSITE

CSBA NOTE: The following exhibit lists material ~~which~~that the law explicitly requires be posted on district or school websites. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related requirements. The exhibit does not include other postings that may be recommended throughout CSBA's sample policy manual but are not required by law.

This exhibit is a non-exhaustive list of materials which the law explicitly requires be posted on district or school websites. Other legal requirements may exist and may be identified in the future.

Materials to Prominently Display

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

1. The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview (Education Code 52064.1, 52065). See AR 0460 - Local Control and Accountability Plan.

2. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.

3. The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.

4. The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 -

Nondiscrimination/Harassment.

5. The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.

6. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.

CSBA NOTE: 34 CFR 106.10 and 106.8, as amended by 89 Fed. Reg. 33474, create additional notification requirements related to sex based discrimination pursuant to Title IX as reflected in Item #7.

7. Information regarding Title IX prohibitions against discrimination based on a student's sex, including sex stereotypes, sex characteristics, gender, gender identity, sexual orientation, pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery, and parental, family, and marital status~~, including~~ ; that inquiries about the application of Title IX may be referred to the Title IX Coordinator or the U.S. Department of Education's Office for Civil Rights (OCR); the name and contact information of the Title IX Coordinator~~,~~; how to locate the district's nondiscrimination policy and grievance procedures; how to report information about conduct that may constitute sex discrimination under Title IX; the rights of students and the public as specified in Education Code 221.8~~,~~; the responsibilities of the district under Title IX~~,~~; web links to information about those rights and responsibilities on the websites of the Office for Equal Opportunity and ~~the U.S. Department of Education's Office for Civil Rights,~~OCR; a description of how to file a complaint of noncompliance under Title IX with specified components~~,~~; and a link to Title IX information posted on the California Department of Education's (CDE) website (Education Code 221.6, 221.61, 234.6; 34 CFR 106.2, 106.8, 106.10). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.

8. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.

9. Posters published by the California Civil Rights Department (CRD) including, "California Law Prohibits Workplace Discrimination and Harassment," and for districts with five or more employees, "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" (Government Code 12950). See AR 4030 - Nondiscrimination in Employment and AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

10. If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year

if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 - Mello-Roos Districts.

Other Postings

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

~~1.~~ 11. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.

~~2.~~ 12. The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.

~~3. Training materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitates an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

~~4.~~ 13. Contact information for the district's liaison(s) for homeless students and other persons as required by Education Code 48852.6, and information regarding the educational rights and resources available to persons experiencing homelessness (Education Code 48852.6). See AR 6173 - Education for Homeless Children.

~~5.~~ 14. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's website or, if the school does not have a website, on the district's website. See AR 6145.2 - Athletic Competition.

~~6.~~ 15. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an existing interdistrict transfer permit may be revoked or rescinded

(Education Code 46600.2). See AR 5117 - Interdistrict Transfer.

~~7.~~ 16. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 - Interdistrict Transfer.

~~8.~~ 17. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement in Mathematics Courses.

~~9.~~ 18. The section(s) of the district's employee code of conduct addressing interactions with students. These section(s) or a link to them shall be posted on each school's website or, if a school does not have its own website, on the district's website in a manner that is accessible to the public without a password. (Education Code 44050) See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.

~~10.~~ 19. The district's meal payment collection policy and procedures (U.S. Department of Agriculture (USDA) Memorandum SP 46-2016). See BP/AR 3551 - Food Services Operations/Cafeteria Fund.

~~11.~~ 20. If the district includes information about the free and reduced-priced meal program on its website, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (USDA FNS Instruction 113-1). For the required wording of the statement, see E(1) 3555 - Nutrition Program Compliance.

~~12.~~ 21. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5. The plan shall be posted on the school's website or, if the school does not have a website, then on the district's website. (Education Code 17611.5~~)~~). See AR 3514.2 Integrated Pest Management.

~~13.~~ 22. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed (Public Resources Code 21082.1, 21092, 21092.2). See BP 7150 – Site Selection And Development.

~~14.~~ 23. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and

reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.

~~15.~~ 24. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.

~~16.~~ 25. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's website.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their websites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

~~CSBA NOTE: Pursuant to Education Code 32096, as added by SB 1479 (Ch. 850, Statutes of 2022), a district is required to publish its COVID-19 testing plan on the district website.~~

~~17.~~ 26. The district's COVID-19 testing plan (Education Code 32096).

CSBA NOTE: Pursuant to Education Code 32526, as amended by ~~AB 185~~SB 141 (Ch. ~~571~~194, Statutes of ~~2022,~~)2023), a district is required to make publicly available on its website interim expenditure reports on the use of Learning Recovery Emergency Funds by December 1, 2024 and ~~December 1, 2027~~annually thereafter, and a final report on expenditures no later than December ~~1~~15, 2029.

~~18.~~ 27. Using the template developed by CDE, the use of Learning Recovery Emergency Funds, with interim reports posted by December 1, 2024 and ~~December 1, 2027~~annually thereafter, and a final report by December ~~1~~15, 2029~~.~~ (Education Code 32526~~)~~).

~~CSBA NOTE: Pursuant to Education Code 49428.5, as added by AB 748 (Ch. 431, Statutes of 2022), each school site serving students in any of grades 6-12 is required to have a digitized mental health poster that is distributed online to students through social media, websites, portals, and learning platforms at the beginning of each school year.~~

~~19.~~ 28. An age appropriate and culturally relevant digitized poster that identifies approaches and shares resources about student mental health, distributed to students online at the beginning of each school year~~.~~ (Education Code 49428.5~~)~~). See BP 5141.5 – Mental Health

CSBA NOTE: Pursuant to Education Code 33353, as amended by AB 1327 (Ch. 366, Statutes of 2023), districts that participate in the California Interscholastic Federation (CIF) are required to post, on or before April 1, 2025, the standardized incident form developed by the California Department of Education to track racial discrimination, harassment, or hazing, that occurs at high school sporting games or events, including information on how to submit a completed incident form.

29. The standardized incident form developed by CDE to track racial discrimination, harassment, or hazing, that occurs at high school sporting games or events, including information on how to submit a completed incident form (Education Code 33353).

CSBA NOTE: Pursuant to Education Code 5092, as amended by AB 1326 (Ch. 68, Statutes of 2023), the Board is required to post a notice upon filling a Board vacancy by provisional appointment.

30. If a provisional appointment is made to fill a governing board vacancy, notice of both the actual vacancy or the filing of a deferred resignation and the provisional appointment. Post within 10 days of making the provisional appointment (Education Code 5092). See BB 9223 – Filling Vacancies.

CSBA NOTE: Pursuant to Education Code 48985.5, as added by AB 889 (Ch. 123, Statutes of 2023), each district that maintains a website is required to post on its website, information about the dangers associated with the use of synthetic drugs that are not prescribed by a physician, such as fentanyl, and of the possibility that dangerous synthetic drugs can be found in counterfeit pills. Such districts are also required to ensure that each district school that maintains its own website posts the information on the school's website.

31. The dangers associated with using synthetic drugs that are not prescribed by a physician, such as fentanyl, and of the possibility that dangerous synthetic drugs can be found in counterfeit pills (Education Code 48985.5).

CSBA NOTE: Pursuant to Education Code 49006, as amended by AB 1466 (Ch. 582, Statutes of 2023), districts are required to annually post on the district website their report on the use of behavioral restraints and seclusion for students enrolled or served by the district for all or part of the prior school year.

32. The annual report to CDE on the use of behavioral restraints and seclusion (Education Code 49006).

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
Bus. and Prof. Code 22580-22582	Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	Student Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Ed. Code 35182.5	Contracts for advertising
Ed. Code 32526	Use of learning recovery funds

Ed. Code 33353	Incident tracking
Ed. Code 35258	Internet access to school accountability report cards
Ed. Code 42103	Budget notification
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985.5	Synthetic drugs
Ed. Code 49006	Seclusion and restraint
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 5092	Filling Vacancies
Ed. Code 60048	Commercial brand names, contracts, or logos
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12950	California Civil Rights Department posters
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
Pub. Res. Code 21082.1	California Environmental Quality Act environmental review documents

Federal	**Description**
16 CFR 312.1-312.13	Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 705	Definitions; Vocational Rehabilitation Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.61	Nondiscrimination on the basis of disability
34 CFR 99.1-99.67	Family Educational Rights and Privacy

42 USC 12101-12213	Americans with Disabilities Act
Management Resources	**Description**
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Civil Rights Department Publication	Transgender Rights in the Workplace
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Aaris v. Las Virgenes Unified School District (1998) 64 Cal.App.4th 1112
Court Decision	City of San Jose v. Superior Court (2017) 2 Cal.5th 608
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
~~U.S. DOE Office for Civil Rights Publication~~	~~Joint Dear Colleague Letter: Electronic Book Readers, June 29, 2010~~
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023
U.S. DOJ, Civil Rights Division Publication	Accessibility of State and Local Government Websites to People with Disabilities, February 2020
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, June 2018 https://www.w3.org/WAI/standards-guidelines/wcag/
Website	Fact Sheet: New rule on the accessibility of web content and mobile apps provided by state and local governments https://www.ada.gov/notices/2024/03/08/web-rule/
Website	CSBA District and County Office of Education Legal Services
Website	Governor's Office of Planning and Research, The California Environmental Quality Act
Website	California Department of Education, Web Accessibility Standards
Website	California Interscholastic Federation https://www.cifstate.org/sports/sportsmanship/response/Discrimination_Harassment_Complaint_Form.pdf

Website	California School Public Relations Association
Website	California Cybersecurity Integration Center https://www.caloes.ca.gov/office-of-the-director/operations/homeland-security/california-cybersecurity-integration-center/
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department
~~World Wide Web Consortium Publication~~	~~Web Content Accessibility Guidelines, December 2008~~

Cross References

Code	Description
0000	Vision
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3100	Budget
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology

4040-E(1)	Employee Use Of Technology
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials
4161.8	Family Care And Medical Leave
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4232	Publication Or Creation Of Materials
4261.8	Family Care And Medical Leave
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication Or Creation Of Materials
4361.8	Family Care And Medical Leave
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
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
5131.2	Bullying
5131.2	Bullying
5131.41	Use of Seclusion And Restraint

5141.5	Mental Health
6020	Parent Involvement
6020	Parent Involvement
6145.2	Athletic Competition
6145.2	Athletic Competition
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
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
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6190	Evaluation Of The Instructional Program
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
9012	Board Member Electronic Communications
9223	Filling Vacancies
9310	Board Policies
9320	Meetings And Notices
9322	Agenda/Meeting Materials

Policy 1114: District-Sponsored Social Media

Status: ADOPTED

Original Adopted Date: 07/01/2011 **| Last Revised Date:** 09/01/2024 | **Last Reviewed Date:** 0709/01/20112024

CSBA NOTE: The following optional policy is for use by districts that have created an official district (i.e., district-sponsored) social media platformaccount. "Social media" is defined in the accompanying administrative regulation as an online platform for collaboration, interaction, andor active participation, or that allows users to post content, including social networking sites such as Instagram, TikTok, Facebook, X/Twitter, SnapChat, YouTube, LinkedIn, or blogs. Districts that have not created such platforms should delete this policy and regulation. etc.

District strategies for effective use of online social media may be incorporated into the district's comprehensive communications plan; see BP 1100 - Communication with theWith The Public.

The Governing Board recognizes the value of technology such as social media platforms in promotingto share district information with families and the community and promote community involvement and collaboration. in district decisions. The purpose of any official district social media platformaccount shall be to further the district's vision and mission, to support student learning and staff professional development, and to enhance communication and engagement with students, parents/guardiansfamilies, staff, and community members. The Superintendent or designee shall ensure that the content posted by the district on an official district social media account is accessible to individuals with disabilities.

CSBA NOTE: To minimize liability to the district, it is important that the district's social media policyto clearly define the official social media platforms overaccounts which it has controlthe district sponsors and to specify the standards, guidelines, and protocols for their use. An "official district social media platform" is defined in the accompanying Board policies and administrative regulation. District policy and guidelinesregulations do not apply to personal social media platformsaccounts that may be created by students, staff members, or other individuals which may sometimes include discussion of district-related issues but are not sponsored by the district.

The Superintendent or designee shall develop content guidelines and protocols for official district social media platformsaccounts to ensure thepublic access, appropriate and responsible use of these resources, and compliance with law, Boardboard policy, and administrative regulation.

Guidelines for Content

CSBA NOTE: Because of the open accessibility of socialSocial media, platforms typically allow users to post or reply to content will be posted by members ofon users' accounts, which is or can be made viewable to other users and even the public on the district's official platform without prior approval by district staff. By allowing the public to post comments, some legal analysts have opined that. This may create a ""limited public forum" is created," which grants individuals certain freedom of speech rights and limits the district's ability to remove comments or posts. In order to protect against possible constitutional challenges, anyAny removal of content by the district should be based on viewpoint-neutral considerations, such as prohibitions of posts to protect

against possible legal challenges. This may include, but is not limited to, removing content that ~~violate laws against~~constitutes discrimination ~~or~~, harassment, or bullying, as specified in the accompanying administrative regulation, or that ~~are~~is unrelated to the purpose of the ~~site. In addition~~account. Additionally, in order to help maintain the district's ability to remove content, users should be informed of the purpose of the ~~site~~account(s) and the limited nature of the discussion ~~and district~~. District staff should regularly monitor ~~sites~~all such accounts so that materials are removed ~~in an even-handed and consistent manner~~as permitted by law. See the accompanying administrative regulation for language regarding removal of posts and monitoring of ~~sites~~accounts. It is recommended that ~~the~~districts consult CSBA's District and County Office of Education Legal Services or district ~~consult~~ legal counsel ~~prior to adopting this policy and regulation~~ to ensure that any provisions related to removal of posts or discipline of students or staff are consistent with law.

Official district social media ~~platforms~~accounts shall be used only for their stated purposes and in a manner consistent with this policy and administrative regulation. ~~By creating these official sites and allowing for public comment, the Board does~~ This policy is not ~~intend~~intended to create ~~a limited~~an open public forum or otherwise guarantee an individual's right to free speech on any of the official district social media accounts even if one or more features on the account that permit interaction with and between members of the public are enabled.

The Superintendent or designee shall ensure that the limited purpose of ~~the~~ official district social media ~~platforms~~accounts is clearly communicated to users. Each ~~site~~account shall contain a statement ~~that specifies~~specifying the ~~site's~~ purposes ~~along with a statement~~of the account, that ~~users are expected to use~~ the ~~site~~account shall only be used for ~~those~~such purposes~~. Each site shall also contain a statement that users are personally responsible for the content of their posts~~, and any other user expectations or conditions as specified in the accompanying administrative regulation.

Official district social media ~~platforms~~accounts may not contain content that is obscene, libelous, or so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of school rules, or substantial disruption of the school's orderly operation.

CSBA NOTE: Staff and students who post prohibited content on official district social media ~~platforms~~accounts are subject to discipline in accordance with ~~district~~board policies and administrative regulations. Pursuant to Education Code 48900(r), a student may be subject to suspension or expulsion if ~~he/she~~the student engages in an act of bullying by means of an electronic act as defined in Education Code 32261; see AR 5144.1 - Suspension and Expulsion/Due Process. ~~AB 746 (Ch. 72, Statutes of 2011) broadened the definition of "electronic act" in~~ Pursuant to Education Code 32261 ~~to include~~, an "electronic act" includes, but is not limited to, posts on a social networking site.

When staff and students misuse the district's technological resources, they also may be subject to cancellation of user privileges in accordance with the district's Acceptable Use Agreement; see BP/E 4040 - Employee Use of Technology and BP/E 6163.4 - Student Use of Technology.

Staff or students who post prohibited content or otherwise engage with an official district social media account in a manner that violates board policies and administrative regulations shall be subject to discipline in accordance with ~~district~~such applicable policies and ~~administrative~~ regulations.

~~CSBA NOTE: Communication on social media platforms may raise legal issues for users regarding public records laws. In addition, individual Governing Board members using social media platforms must be careful not to violate the Brown Act. Pursuant to Government Code 54952.2, a prohibited serial meeting may result from a series of communications 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 9012 - Board Member Electronic Communications. In addition, information posted may be considered a record subject to the Public Records Act (Government Code 7920.000 - 7930.170).~~

Users of official district social media ~~platforms~~accounts, and anyone who posts, replies, or otherwise leaves a digital footprint on an official district social media account, should be aware of the public nature and accessibility of social media and that such information posted or left on an official district social media account may be considered a public record subject to disclosure under the Public Records Act. ~~The Board expects users to conduct themselves in a respectful, courteous, and professional manner.~~

Privacy

~~The~~To the extent practicable, the Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on official district social media ~~platforms.Board policy pertaining~~accounts.

As it pertains to the posting of student photographs and the privacy of telephone numbers, home addresses, and email addresses, ~~as specified~~official district social media accounts shall operate in ~~BP~~accordance with Board Policy 1113 - District and School ~~Web Sites, shall also apply to official district social media platforms.~~Websites.

Social media and ~~networking sites and~~ other online platforms shall not be used by district employees to transmit confidential information about students, employees, or district operations.

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Policy Reference Disclaimer:
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State	Description
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35182.5	Contracts for advertising
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations

Ed. Code 48950	Speech and other communication
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts or logos
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 54952.2	Brown Act; definition of meeting
Gov. Code 7920.000-7930.215	California Public Records Act

Federal	**Description**
17 USC 101-1101	Federal copyright law
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 157	Employee rights to engage in concerted, protected activity
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 99.1-99.67	Family Educational Rights and Privacy

Management Resources	**Description**
Court Decision	Aaris v. Las Virgenes Unified School District (1998) 64 Cal.App.4th 1112
Court Decision	Board of Education, Island Trees Union Free School District, et. al. v. Pico (1982) 457 U.S. 853
Court Decision	Lindke v. Freed (2024) 601 U.S. 187
Court Decision	Page v. Lexington County School District (2008, 4th Cir.) 531 F.3d 275
Court Decision	Perry Education Association v. Perry Local Educators' Association (1983) 460 U.S. 37
Court Decision	Downs v. Los Angeles Unified School District (9th Cir. 2000) 228 F.3d 1003
Facebook Publication	Facebook for Educators Guide, ~~2011~~2013 (https://cdpsdocs.state.co.us/safeschools/Resources/Facebook%20Guide%20for%20Educators.pdf)
National Labor Relations Board Decision 18-CA-1908	Sears Holdings, December 4, 2009
Website	CSBA District and County Office of Education Legal Services
Website	~~Facebook for Educators~~Meta in Education
~~Website~~	~~Facebook in Education~~
Website	Facebook, privacy resources
Website	California School Public Relations Association

Website	CSBA

Cross References

Code	Description
0000	Vision
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0510	School Accountability Report Card
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
1160	Political Processes
1230	School-Connected Organizations
1230	School-Connected Organizations
1260	Educational Foundation
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action

4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4232	Publication Or Creation Of Materials
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication Or Creation Of Materials
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
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	Conduct
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process

5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
6020	Parent Involvement
6020	Parent Involvement
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
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
9010	Public Statements
9012	Board Member Electronic Communications

Regulation 1114: District-Sponsored Social Media

Status: ADOPTED

Original Adopted Date: 07/01/2011 **| Last Revised Date:** 09/01/2024 | **Last Reviewed Date:** 0709/01/20112024

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice and the types of ~~online platforms~~social media accounts used by the district.

Definitions

Social media means any online platform for collaboration, interaction, ~~and~~or active participation, or that allows users to post content, including, but not limited to, social networking sites such as Instagram, TikTok, Facebook, X/Twitter, SnapChat, YouTube, and LinkedIn~~, or blogs~~.

CSBA NOTE: To minimize liability to the district, it is important that the district clearly define the official social media ~~platforms~~accounts over which it has control and to specify the standards, guidelines, and protocols for their use. The following definition may be revised to reflect district practice. ~~District policy~~Board policies and ~~guidelines~~administrative regulations do not apply to personal social media ~~platforms~~accounts that may be created by students, staff members, or other individuals which may sometimes include discussion of district-related issues but are not sponsored by the district.

~~Official~~An official district social media account is an account on a social media platform ~~is a site~~ authorized by the Superintendent or designee. ~~Sites~~

An account that ~~have not been authorized by the Superintendent or designee but that contain~~contains content related to the district or comments ~~on~~about district operations but that has not been created based on authorization or direction from the Superintendent or designee, such as ~~a site~~an account created by a parent-teacher organization, booster club, or other school-connected organization or a student's or employee's personal ~~site, are~~account, is not ~~considered official district social media platforms.~~

~~**Authorization for Official District Social Media Platforms**~~

~~The Superintendent or designee shall authorize the development of any official district social media platform. Teachers~~an official district social media account.

School-level employees such as teachers and coaches shall obtain ~~approval~~authorization from the school principal before creating an official ~~classroom or team~~ social media ~~platform.~~account.

Guidelines for Content

~~The Superintendent or designee shall ensure that official district social media platforms provide current information regarding district programs, activities, and operations, consistent with the goals and purposes of this policy and regulation. Official district social media platforms~~Each official district social media account shall contain content that is useful and appropriate for all audiences.

CSBA NOTE: Federal copyright law (17 USC 107) and the courts have generally provided that teachers, students, and schools are allowed to make "fair use" of materials for instructional purposes in situations which are not likely to deprive a publisher or an author of income; see BP/AR 6162.6 - Use of Copyrighted Materials. ~~Unless there is a clear statement that text, art, or photos are in the "public domain" and available for free use, such material should not be replicated without prior permission of the owner of the copyright.~~However, as this is a fact-specific determination, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel.

~~The Superintendent or designee~~District employees or agents in charge of posting or adding information to an official district social media account shall ensure that copyright laws are not violated in the use of material on official district social media ~~platforms~~accounts.

CSBA NOTE: ~~Because of the open accessibility of social~~Social media~~,~~ platforms typically allow users to post or reply to content ~~will~~on each other's accounts, which is or can be ~~posted by members of~~made viewable to other users and even the public ~~on the district's official platform without prior approval by district staff. By allowing the public to post comments, some legal analysts have opined that~~. This may create a ~~"~~"limited public forum~~"~~ ~~is created,~~" which grants individuals certain freedom of speech rights and limits the district's ability to remove comments or posts.

~~Decisions by the National Labor Relations Board (NLRB) (e.g., Sears Holdings) point to the need to be cautious in establishing policy related to employee use of electronic communications so as to not~~ Any removal of content by the district should be based on viewpoint-neutral considerations to protect against possible legal challenges. This may include, but is not limited to, removing content that constitutes discrimination, harassment, or bullying, as specified in the accompanying Bboard Policy, or that is unrelated to the purpose of the account. Additionally, in order to help maintain the district's ability to remove content, users should be informed of the purpose of the account(s) and the limited nature of the discussion. District staff should regularly monitor all such accounts so that materials are removed as permitted by law. It is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel to ensure that any provisions related to removal of posts or discipline of students or staff are consistent with law.

In *Sears*, the National Labor Relations Board (NLRB) advised caution when establishing policy related to employee use of electronic communications as it might interfere with an employee's right to engage in protected, concerted activity granted by 29 USC 157. The NLRB has held that social media policies can prohibit the disclosure of confidential information and address legitimate concerns for managing the workplace, but cannot expressly or by implication prohibit employees from talking with each other about wages, hours, and other terms and conditions of employment.

~~In addition~~Additionally, Education Code 48907 grants students the right to freedom of speech except for speech which is obscene, libelous, or which so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of lawful school regulations, or substantial disruption of the orderly operation of the school. Also see BP/AR 5145.2 - Freedom of Speech/Expression and BP/AR 6145.5 - Student Organizations and Equal Access.

Furthermore, if the district chooses to post advertising of a commercial nature on an official

district social media ~~platforms~~account, then the ability to remove comments of a commercial nature posted by others may be limited as removing some commercial content and not others may constitute viewpoint discrimination. Districts should also be cautious about the use of district resources, such as its official district social media ~~platforms~~account, for political purposes; see BP 1160 - Political Processes.

~~In order~~ Pursuant to ~~protect against possible constitutional challenges, any removal of content by~~ the U.S. Supreme Court's decision in *Lindke v. Freed*, a district ~~should be based on viewpoint-neutral considerations~~official who limits or prevents critics from speaking, such as ~~preventing~~by blocking them on social media or deleting their posts, violates the ~~violation of laws against discrimination or harassment or~~ First Amendment only if the ~~posting of materials that are unrelated to~~ official (1) has been granted the ~~purpose~~power to speak on behalf of the ~~site. The~~ district ~~should~~and (2) claims to be actually exercising that power. Because the determination as to whether a public official'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 ~~to ensure that its guidelines for removal of posts are consistent with law. Also see the accompanying Board policy~~.

The Superintendent or designee shall ensure that official district social media ~~platforms~~accounts are regularly monitored. Staff members responsible for monitoring content may remove posts or even suspend users from interacting with the account only based on viewpoint-neutral considerations, such as lack of relation to the ~~site's~~account's purpose or violation of ~~the district's policy, regulation, or content guidelines~~board policies or administrative regulations.

Each official district social media ~~platform~~account shall, as appropriate, prominently display~~:~~ a link to this regulation or a statement that includes Items #1-10, below:

1. The purpose(s) of the ~~site along with a statement that users are expected to~~account, such as providing information to a class, school community, athletic team, or student club; engaging with the public regarding district decisions and Governing Board meetings; and sharing information regarding employment opportunities with the district

~~2. Information on how to use the security settings of the social media platform.~~

2. Users shall use the site only for those intended purposes~~.~~

3. ~~A statement that the site~~The account is regularly monitored and ~~that~~ any inappropriate ~~post~~interaction will be promptly removed~~.~~ , blocked, or similarly addressed. Inappropriate ~~posts~~interactions include ~~those~~, but are not limited to, interactions that:

   a. Are obscene, libelous, or so incite students as to create a clear and present danger of the commission of unlawful acts on ~~school~~district premises, violation of district or school rules, or substantial disruption ~~of~~to the district or school's orderly operation

   b. Are not related to the stated purpose of the ~~site~~account, including, but not limited to, threats, comments of a commercial nature, political activity, and comments ~~that constitute discrimination or harassment~~prohibited by board policies and administrative regulations

4. ~~Protocols for users, including expectations that users will~~ Users are expected to communicate in a respectful, courteous, and professional manner and are personally responsible for their use of the account

5. ~~A statement that users are personally responsible for the content of their posts and that the district is not responsible for the content of external online platforms.~~ The district is not responsible for the content posted by other users or how other users interact with the account

6. ~~A disclaimer that the~~The views and comments expressed by other users on the ~~site are~~account belong to those ~~of the~~ users and do not necessarily reflect the views of the district~~.~~

7. ~~A disclaimer that any~~Any user's reference to a specific commercial product or service does not imply endorsement or recommendation of that product or service by the district~~.~~

8. The individual(s) to contact regarding violation of district guidelines on the use of official district social media ~~platforms.~~accounts

CSBA NOTE: The Cyberbullying Protection Act (Business and Professions Code 22589-22589.4) requires a social media platform, as defined, to establish a mechanism that allows any individual, including the district, to report cyberbullying or any content that violates the existing terms of service. Although not directly applicable to districts, it is good guidance for districts seeking to create a safe online space.

9. Violations may be reported to the appropriate social media platform, law enforcement, or other third parties, as appropriate

CSBA NOTE: Item #10 details the length of and preconditions for a user's suspension and should be modified to reflect district practice.

10. A user may be suspended from interacting with the account for one month upon three prior violations and for six months upon two prior one-month suspensions

Appropriate Use by District Employees

CSBA NOTE: For policy language regarding appropriate employee communications and relationships with students, see BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4040 - Employee Use ~~of~~Of Technology.

District employees who participate in official district social media ~~platforms~~accounts shall adhere to all applicable ~~district~~board policies and ~~procedures~~administrative regulations, including, but not limited to, professional standards related to interactions with students.

When appropriate, employees ~~using~~posting, replying, or otherwise interacting with the public outside of their professional duties or responsibilities on official district social media ~~platforms~~accounts shall identify themselves by name and district title and include a disclaimer stating that the views and opinions expressed in their post are theirs alone and do not necessarily represent those of the district or school.

All staff shall receive information about appropriate use of the official district social media ~~platforms~~accounts.

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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 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35182.5	Contracts for advertising
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts or logos
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 54952.2	Brown Act; definition of meeting
Gov. Code 7920.000-7930.215	California Public Records Act

Federal	Description
17 USC 101-1101	Federal copyright law
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 157	Employee rights to engage in concerted, protected activity
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 99.1-99.67	Family Educational Rights and Privacy

Management Resources	Description
Court Decision	Aaris v. Las Virgenes Unified School District (1998) 64 Cal.App.4th 1112
Court Decision	Board of Education, Island Trees Union Free School District, et. al. v. Pico (1982) 457 U.S. 853
Court Decision	Lindke v. Freed (2024) 601 U.S. 187

Court Decision	Page v. Lexington County School District (2008, 4th Cir.) 531 F.3d 275
Court Decision	Perry Education Association v. Perry Local Educators' Association (1983) 460 U.S. 37
Court Decision	Downs v. Los Angeles Unified School District (9th Cir. 2000) 228 F.3d 1003
Facebook Publication	Facebook for Educators Guide, ~~2011~~2013 (https://cdpsdocs.state.co.us/safeschools/Resources/Facebook%20Guide%20for%20Educators.pdf)
National Labor Relations Board Decision 18-CA-1908	Sears Holdings, December 4, 2009
Website	CSBA District and County Office of Education Legal Services
Website	~~Facebook for Educators~~Meta in Education
~~Website~~	~~Facebook in Education~~
Website	Facebook, privacy resources
Website	California School Public Relations Association
Website	CSBA

Cross References

Code	Description
0000	Vision
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0510	School Accountability Report Card
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
1160	Political Processes
1230	School-Connected Organizations
1230	School-Connected Organizations
1260	Educational Foundation
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4232	Publication Or Creation Of Materials
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication Or Creation Of Materials
5022	Student And Family Privacy Rights

5022	Student And Family Privacy Rights
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	Conduct
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
6020	Parent Involvement
6020	Parent Involvement
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
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
9010	Public Statements
9012	Board Member Electronic Communications

REVISED

Policy 1250 Visitors/Outsiders

The Board of Education believes that it is important for parents/guardians ~~and community members~~ to actively engage in their child's education. ~~interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to participate in visit the schools and participate in the educational program.~~

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours ~~should~~ shall be arranged with the Superintendent, Principal, or designee. Only parents or legal guardians of students of the particular school or other individuals who have administratively approved business at that school will be given authorization to enter campus. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

~~All outsiders, as defined in law and administrative regulation, shall register immediately upon entering any school building or grounds when school is in session. (Penal Code 627.2)~~

All authorized visitors must register immediately upon entering any school or district building or grounds when school is in session.

The Superintendent, Principal or designee ~~may~~ shall provide a visible means of visitor identification ~~for all individuals who are not students or staff members while on school premises.~~

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512).

Visitors may not use electronic devices to take video, photos, or audio recordings anywhere on District property to record any student, staff member, parent, or any other person without the specific consent of the individual being recorded or consent by district or site administration. Similarly, visitors may not take pictures, screenshots, or audio/visual recordings of virtual school or district meetings without the explicit approval of the Superintendent, Principal, or designee and from the parents/guardians of students participating in the event. This provision does not apply to any public meeting subject to the Brown Act. Parents or legal guardians may take photos and videos of their child during school athletic events, special events, or student performances unless the Superintendent, Principal, or designee reasonably concludes that the individual's presence or acts are disruptive to the safety or operations of the school.

(Social Media)
The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the Superintendent or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)

REVISED

Adminstrative Regulation 1250

Visitors/Outsiders

The Superintendent or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6) Only parents or legal guardians of students of the particular school or other individuals who have administratively approved business at that school will be given authorization to enter campus.

Unless otherwise directed by the Superintendent or designee, a staff member shall accompany visitors/outsiders while they are on school grounds.

~~**Outsider Registration**~~
~~Outsiders shall register upon entering school premises during school hours. Any person other than the following is considered an outsider: (Evidence Code 1070; Penal Code 627.1, 627.2)~~

~~1. A student of the school, unless currently under suspension~~
-
~~2. A parent/guardian of a student of the school~~
-
~~3. A Board of Education member or district employee~~
-
~~4. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request~~
-
~~5. A representative of a school employee organization who is engaged in activities related to the representation of school employees~~
-
~~6. An elected public officia~~

Registration Procedure
All visitors to schools or district facilities must register at the front office upon entering the premises. All visitors must wear a visitor badge.

In order to register, ~~an outsider~~ visitors ~~-~~shall, upon request, furnish the Prinicpal ~~Superintendent~~ or designee with the following information: (Penal Code 627.3)

1. His/her name, address, and occupation
2. His/her age, if less than 21
3. His/her purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

Principal's Registration Authority
The Superintendent, Principal or designee may refuse to register any visitor ~~outsider~~ if he/she reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The Superintendent, Principalor designee or school security officer may revoke any ~~outsider's~~ visitor's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (Penal Code 627.4)

When an ~~outsider~~ visitor fails to register, or when the Superintendent or designee denies or revokes a visitor's~~outsider's~~ registration privileges, the Superintendent, Principal or designee may request that the individual promptly leave school grounds. When a visitor ~~outsider~~ is directed to leave, the Superintendent, Principal or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

Appeal Procedure
Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or principal by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

Policy 1260: Educational Foundation

Status: ADOPTED

Original Adopted Date: 09/01/1991 **| Last Revised Date:** ~~07~~06/01/~~2007~~2024 **| Last Reviewed Date:** ~~07~~06/01/~~2007~~2024

CSBA NOTE: The following ~~policy~~ ~~is~~ optional ~~and~~ ~~should~~policy may be revised to reflect district practice. See BP 1230 - School-Connected Organizations for language regarding school-connected organizations, such as booster clubs and parent-teacher organizations.

The Governing Board recognizes the importance of community support of district programs, including voluntary financial contributions, to assist the district in achieving its goals for student learning.

CSBA NOTE: An educational foundation is a separate legal entity from the district and thus its activities are not under the control of the district. Certain tax-exempt organizations may be required to register with the state Attorney General's Registry of ~~Charitable Trusts.~~Charities and Fundraisers. As part of this registration, organizations may be required to file copies of the organization's articles of incorporation and other documents governing its operations. These documents should also define the Governing Board's relationship with the foundation and specify how foundation directors will be chosen. The California Consortium of Education Foundations provides information on its ~~web site~~website regarding the creation of foundations.

Educational foundations may be created to benefit the entire district, a specific school, or to support or sustain a variety of purposes through supplemental funding, such as the arts, music, and/or computer programs; to provide graduating students with scholarships and/or loans; and to develop programs which meet new educational needs. It is strongly recommended that the Board and foundation work cooperatively to identify specific needs and to develop guidelines as to how resources will be used. For language regarding the acceptance of gifts and grants, see BP 3290 - Gifts, Grants and Bequests.

Because educational foundations often support arts and music in schools, questions have arisen surrounding Education Code 8820-8822, as added by Proposition 28 (2022), which established the Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. Proposition 28 is intended to provide a minimum source of annual funding to supplement arts education programs. As a condition of receipt of these funds, districts must annually certify that AMS funds will be used to supplement funding for arts education programs and that funds received in the prior fiscal year were, in fact, used to supplement arts education programs, and not to supplant existing funding for those programs. The Education Audit Appeals Panel's 2023-24 Audit Guide includes a multi-step calculation that districts can use to demonstrate AMS funds were used to supplement, not supplant, arts education funds. Additional information on Proposition 28, including accounting guidance, is available on the California Department of Education's website, "Proposition 28- AMS Financial & Audit Requirements."

Districts with questions about how educational foundations may impact Proposition 28 funding or other programs for which federal or state funds are required to be used to supplement rather than

supplant already available funding, should consult CSBA's District and County Office of Education Legal Services or district counsel.

The Board desires to work cooperatively with the educational foundation in determining the purposes for which funds may be used to meet the changing needs of the district and its students. The Board recognizes that an educational foundation is a separate legal entity, independent of the district. However, the foundation is encouraged to provide regular reports to the Board on the status of its work and to communicate ways that the district can help support the foundation's activities.

With the consent of the Superintendent or designee, the educational foundation, as appropriate, may use the district's name, a school's name, a school team's name, or any logo attributable to a school or the district.

Student records or other personally identifiable student information shall not be released except with parental consent or as required by law or district policy. Student directory information may be released when appropriate.

CSBA NOTE: In some districts, there may be concerns in the community about the equity of some schools benefiting from the money raised by a foundation while other schools in the district may not have access to the same resources. The following optional paragraph reflects the Board's goal that all of the schools within the district share in the benefits provided by the foundation's work. For more information regarding the promotion of equity in district programs and activities, see BP 0415 - Equity.

The Board supports foundation allocations that serve all district schools equitably.

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State	**Description**
11 CCR 300-312.1	Fundraising for charitable purposes
Bus. Code 17510-17510.95	Charitable solicitations
Bus. Code 25608	Alcohol on school property; use in connection with instruction
Ed. Code 38130-38138	Civic Center Act; use of school property for public purposes
Ed. Code 8820-8822	The Arts and Music in Schools—Funding Guarantee and Accountability Act
Gov. Code 12580-12599.10	Fundraisers for Charitable Purposes Act
Pen. Code 319-329	Lottery; raffle

Management Resources	**Description**

Court Decision	Serrano v. Priest (1976) 18 Cal. 3d 728
California Department of Education Publication	Proposition 28- AMS Financial & Audit Requirements (https://www.cde.ca.gov/eo/in/prop28auditresource.asp)
Education Audit Appeals Panel Publication	2023-24 Audit Guide (https://eaap.ca.gov/audit-guide/current-audit-guide-booklet/)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education (https://www.cde.ca.gov)
Website	Education Audit Appeals Panel (https://eaap.ca.gov/)
Website	California Consortium of Education Foundations
Website	California Office of the Attorney General, ~~charitable trust registry~~Registry of Charities and Fundraisers (https://oag.ca.gov/charities)
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0415	Equity
1100	Communication With The Public
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1230	School-Connected Organizations
1230	School-Connected Organizations
1321	Solicitation Of Funds From And By Students
1321	Solicitation Of Funds From And By Students
1700	Relations Between Private Industry And The Schools
3290	Gifts, Grants And Bequests
5030	Student Wellness
5125.1	Release of Directory Information
5125.1	Release of Directory Information
5126	Awards For Achievement
5126	Awards For Achievement

5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
6020	Parent Involvement
6020	Parent Involvement
6142.6	Visual And Performing Arts Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
9140	Board Representatives

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/01/2017 **| Last Revised Date:** ~~10~~07/01/~~2023~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2023~~2024

CSBA NOTE: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 **mandates** districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan, and Education Code 8212 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, districts are mandated pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are mandated pursuant to 34 CFR ~~106.8 and 34 CFR~~ 110.25 to adopt policies and procedures to address discrimination on the basis of ~~sex and~~ age. The following policy contains a list of programs and activities subject to these procedures pursuant to state law; see the section "Complaints Subject to UCP", below.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1~~;~~ and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces federal anti-discrimination laws, including Title II of the Americans with Disabilities Act (42 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). ~~Whether a complaint of sexual harassment is addressed through the UCP or the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, is dependent on whether the alleged conduct meets the more stringent federal definition or the state definition of sexual harassment. See the section "Non-UCP Complaints" below, the accompanying administrative regulation, BP/AR 5145.7 - Sexual Harassment, and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

~~The following policy and accompanying administrative regulation reflect all components required by law, 5 CCR 4600-4670, and the 2023-24 FPM instrument. Additional details provided herein may help districts during a compliance check by CDE or in the event that a CDE or OCR investigation occurs.~~Pursuant to 34 CFR 106.1-106.82, as amended by the 89 Fed. Reg. 33474, districts are required to follow the Title IX grievance procedures when investigating and resolving Title IX sex discrimination complaints based on conduct that occurred on or after August 1, 2024. See BP/AR 5145.7 – Sex Discrimination and Sex-Based Harassment and AR/E(1) 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. As such a complaint may also fall within the scope of the UCP, it is unclear whether districts would additionally be required to follow the UCP. 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 UCP for this purpose.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

CSBA NOTE: The FPM process includes a review of a district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. ~~The 2023-24 FPM instrument does not include school safety plans, as was provided for in the 2022-23 instrument. Items #1-22 list all programs and activities identified in the FPM instrument.~~ According to CDE, the district's policy must list all such programs and activities and, at the district's discretion, may add a paragraph below the list stating the UCP programs and activities that are implemented in the district.

For further information regarding requirements for the following programs and activities, see the law cited and/or related CSBA policy and/or administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

3. After School Education and Safety programs (Education Code 8482-8484.65)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

6. Child care and development programs (Education Code 8200-8488)

7. Compensatory education (Education Code 54400)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content (Education Code 51228.1-51228.3)

CSBA NOTE: As noted above, it is unclear whether districts are required to follow the UCP in addition to the Title IX grievance procedures when investigating and resolving a Title IX sex discrimination complaint based on conduct that occurred on or after August 1, 2024. As a result, Item #10 below does not list discrimination, harassment, intimidation, or bullying in district programs and activities based on sex. It is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to including discrimination, harassment, intimidation, or bullying in district programs and activities based on sex in Item #10. See Item #3 in the Non-UCP Complaint section.

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, ~~marital status, pregnancy, parental status,~~ physical or mental disability, medical condition, ~~sex, sexual orientation, gender, gender identity, gender expression,~~ or genetic information~~, or~~; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55~~,~~; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

CSBA NOTE: Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Governing 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

also 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.

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, may be brought under the district's 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. For more information regarding complaints concerning instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials and AR 1312.4 - Williams Uniform Complaint Procedures.

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."

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit 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, 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. Additionally, discrimination includes, but is not limited to, the Board's adoption or approval of 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 if the use would subject a student to unlawful discrimination pursuant to Education Code 220. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243~~)~~
, 244)

The UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

CSBA NOTE: Pursuant to Education Code 51225.1 and 51225.2, as amended by AB 714 (Ch. 342, Statutes of 2023), exemptions from district adopted graduation requirements, transfer of coursework and credit requirements, and specified consultation and notice requirements, formerly applicable to students in the third or fourth year of high school participating in a newcomer program, are applicable to "newcomer students," as defined in Education Code 51225.2, who are in the third or fourth year of high school.

~~12.~~ 11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students ~~participating in a newcomer program~~ (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

~~13.~~12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

~~14.~~13. Local control and accountability plan (Education Code 52075)

~~15.~~14. Migrant education (Education Code 54440-54445

~~16.~~15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

~~17.~~16. Student fees (Education Code 49010-49013)

~~18.~~ 17. Reasonable accommodations to a lactating student (Education Code 222)

~~19~~. 18. Regional occupational centers and programs (Education Code 52300-52334.7)

~~20.~~ 19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

~~21~~. 20. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

~~22.~~ 21. State preschool programs (Education Code 8207-8225)

CSBA NOTE: Pursuant to Education Code 8212, and CDE's 2023-24 FPM instrument, which is subject to change as the 2024-25 FPM instrument has not yet been released, the district must use the UCP, with modifications as necessary, to resolve complaints alleging deficiencies related to health and safety issues in license-exempt CSPPs. Pursuant to 5 CCR 4610, such complaints must be addressed through the procedures described in 5 CCR 4690-4694. See the section "Health and Safety Complaints in License-Exempt Preschool Programs" in the accompanying administrative regulations.

~~23.~~22. State preschool health and safety issues in license-exempt programs (Education Code 8212)

CSBA NOTE: 5 CCR 4621 **mandates** that district policy ensure that complainants are protected from retaliation as specified in item #23 below.

~~24.~~ 23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~25.~~ 24. Any other state or federal educational program the SPI or designee deems appropriate

CSBA NOTE: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances ~~(e.g., sexual assault),~~ face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. ~~Districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student; see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

The following optional paragraph provides for a neutral mediator and should be revised to reflect district practice.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint ~~involving sexual assault or~~ where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with federal, state, and ~~federal~~local laws and regulations.

CSBA NOTE: The following paragraph is **mandated** pursuant to 5 CCR 4621. ~~Appropriate~~Since appropriate disclosure will vary in each case depending on the facts and circumstances, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

CSBA NOTE: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency~~.~~ (5 CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services~~.~~ (5 CCR 4611)

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 discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. While the phrases "gender" and "gender expression" are not explicitly included, they are implied by the definitions of those terms that are explicitly included.

3. Any complaint alleging that a student, while in an education program or activity ~~in which the district exercises substantial control over the context and respondent~~, was subjected to ~~sexual~~ conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based harassment, as defined in 34 CFR 106.~~30~~2

   Discrimination on the basis of sex includes sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Such a complaint shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures. (34 CFR 106.2, 106.10, 106.11, 106.44)

CSBA NOTE: Complaints of employment discrimination are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the Civil Rights Department. ~~See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.~~

However, pursuant to 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474, districts are required to follow the Title IX grievance procedures when investigating and resolving employment complaints alleging sex discrimination based on conduct that occurred on or after August 1, 2024. See BP/AR 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment and AR/E(1) 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. As such a complaint may also fall within the process specified in AR 4030 - Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the complaint 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 procedures specified in AR 4030 – Nondiscrimination in Employment for this purpose. See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.

4. ~~Any~~ Except for complaints alleging sex discrimination, including sex-based harassment, any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department~~.~~

   Employment complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved 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.

CSBA NOTE: 5 CCR 4610 limits the applicability of the UCP for complaints regarding special education and child nutrition, as provided in Items #5-7 below.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education~~.~~ (5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 - Nutrition Program Compliance~~.~~ (5 CCR 15580-15584)

7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15582)

CSBA NOTE: Education Code 35186 requires the district to use UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

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 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	School libraries
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students

Ed. Code 48645.7	Juvenile court schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900.5	Suspension; other means of correction
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49010-49013	Student fees
Ed. Code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education; elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52617	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 60010	Instructional materials; definition

Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8488	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment

Federal	**Description**
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	Recipient's response to sexual harassment

34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	**Description**
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)
California Department of Education Publication	Uniform Complaint Procedure ~~2021-22~~ Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
~~U.S. DOE, Office for Civil Rights~~California Department of Justice Publication	~~Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021~~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)
~~U.S. DOE, Office for Civil Rights Publication~~Federal Register	~~Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021~~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, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007
Website	CSBA District and County Office of Education Legal Services
Website	Student Privacy Policy Office
Website	U.S. Department of Agriculture
Website	California Department of Social Services
Website	U.S. Department of Justice
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils

0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
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1220	Citizen Advisory Committees
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1312.1	Complaints Concerning District Employees
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1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
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1340	Access To District Records
1340	Access To District Records

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3260	Fees And Charges
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3580	District Records
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4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
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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 Sex Discrimination and Sex-Based Harassment Complaint Procedures
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4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
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 Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.23	Unauthorized Release Of Confidential/Privileged Information

4231	Staff Development
4244	Complaints
4244	Complaints
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5145.3	Nondiscrimination/Harassment
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5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
5145.7	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
5145.71	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
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5145.9	Hate-Motivated Behavior
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Regulation 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/01/2017 **| Last Revised Date:** ~~10~~07/01/~~2023~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2023~~2024

CSBA NOTE: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4670. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP), and Education Code 8212 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination, harassment, intimidation, or bullying. For example, all districts are mandated pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are mandated pursuant to 34 CFR ~~106.8 and 34 CFR~~ 110.25 to adopt policies and procedures to address discrimination on the basis of ~~sex and~~ age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Governing Board to (1) refuse to approve the use 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 also 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.

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, may be brought under the district's 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. For more information regarding complaints concerning instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials and AR 1312.4 - Williams Uniform Complaint Procedures.

Education Code 242, as added by AB 1078, requires the California Department of Education (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.

Apart from these mandates, state law authorizes the use of UCP to resolve complaints of noncompliance with laws related to the development of a school plan for student achievement and the establishment of school site councils; accommodations for pregnant and parenting students; prohibition against the charging of student fees; educational rights of foster youth, students experiencing homelessness, former juvenile court school students, children of military families, students who are migratory, and ~~students participating in a newcomer program for newly arrived immigrants~~, as amended by AB 714 (Ch. 342, Statutes of 2023), newcomer students as defined in Education Code 51225.2 who are in the third or fourth year of high school; assignment of students to courses without educational content; and physical education instructional minutes. See the section "Complaints Subject to UCP" in the accompanying Board policy.

For a complaint which is based on allegations part of which fall under UCP and part of which fall outside of UCP, districts may need to initiate two separate investigations: one to investigate the allegations that fall under UCP and the other to investigate the allegations that fall outside of UCP.

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

Compliance Officers

CSBA NOTE: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, harassment, intimidation, or bullying and retaliation. During its Federal Program Monitoring (FPM) process, CDE staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the lead compliance officer.

The following paragraph specifies that the compliance officer will be the same person designated

to serve as the Title IX Coordinator for addressing complaints of ~~sexual~~sex discrimination and sex-based harassment pursuant to 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. Districts may modify this regulation to designate different district employees to serve these functions.

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in Administrative Regulation 5145.7 ~~- Sexual~~ – Sex Discrimination and Sex-Based Harassment for handling complaints regarding ~~sexual~~sex discrimination and sex-based harassment.

Manuel Bojorquez, Assistant Superintendent of Educational Services and Pupil Services
(title or position)
San Ysidro School District
(unit or office)
4350 Otay Mesa Road, San Ysidro, CA 92173
(address)
619-428-4476 Ext. 3027
(telephone number)
Manuel.Bojorquez@sysdschools.org
(email)

CSBA NOTE: The following paragraph is for use by districts that have designated more than one compliance officer.

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

CSBA NOTE: 5 CCR 4621 **mandates** that the district's policy requires employees responsible for compliance and/or for investigating and resolving complaints to be knowledgeable about the laws and programs at issue in the complaints they are assigned. Compliance officers must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating

and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

CSBA NOTE: During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below.

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

CSBA NOTE: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. The following list reflects those required components and additional content of the notice listed in CDE's FPM instrument.

A sample of the annual notice is available through CDE's website. It is the district's responsibility to update the notice as necessary to reflect new law.

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in ~~the section~~ "Complaints Subject to UCP" in the accompanying Board policy

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred

4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

7. A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, students experiencing homelessness, children of military families, former juvenile court school students now enrolled in the district, students who are migratory, and ~~students participating in a~~ newcomer ~~program~~students as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision

10. A statement advising the complainant 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 laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the district's UCP are available free of charge

CSBA NOTE: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, a district and district school are required to post information related to Title IX on their websites, including specified information about complaint procedures under Title

IX. ~~See~~; see AR 5145.3 - Nondiscrimination/Harassment. A school or district that does not maintain a website may comply by posting the information on the website of its district or county office of education (COE), however a school, district, or COE is not required to establish a website if it does not maintain one. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.~~6~~61 and 34 CFR 106.8 shall be posted on the district and district school websites, published in handbooks, catalogs, announcements, bulletins, and application forms, and may be provided through district-supported social media, if available.

CSBA NOTE: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's, "2007 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on the balancing of four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law. Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

CSBA NOTE: Complaints filed under UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination, harassment, intimidation, or bullying may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 ~~- Sexual~~ - Sex Discrimination and Sex-Based Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, the site administrator must notify a compliance officer. A district may also establish a

site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints, except for those that allege sex discrimination, including sex-based harassment, shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600; 34 CFR 106.2)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)

CSBA NOTE: Education Code 49013 and 52075 **mandate** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees or violates any requirement related to the LCAP.

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance.

   A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

CSBA NOTE: Pursuant to 5 CCR 4630, complaints related to the LCAP must be filed within a year of the date that the County Superintendent of Schools, the reviewing authority for districts, approves the district's LCAP.

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. (5 CCR 4630)

   For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)

5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. (5 CCR 4630)

   The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

CSBA NOTE: Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, ~~especially in the case of alleged sexual assault,~~ as this may affect the district's ability to conduct a thorough investigation or provide supportive measures to the victim. ~~In OCR's, "Part 1: Questions and Answers Regarding the Department's Title IX Regulations," it is stated that, "Title IX regulations balance a complainant's desire for confidentiality (in terms of, for instance, the complainant's identity not being disclosed to the respondent) with a school's discretion to pursue an investigation where factual circumstances warrant an investigation even though the complainant does not desire to file a formal complaint or participate in a grievance process."~~

~~These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.~~

7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action.

   When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

CSBA NOTE: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution

(ADR) procedures such as mediation; see the accompanying Board policy. The following section may be modified to specify the ADR method and timelines used within the district.

~~Districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student; see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint ~~involving an allegation of sexual assault or~~ where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

CSBA NOTE: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, the timeline specified below may be modified to reflect district practice.

The compliance officer shall begin an investigation into the complaint within 10 business days of receiving the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

CSBA NOTE: During the investigation, the compliance officer should consider all relevant circumstances, such as how the alleged misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

CSBA NOTE: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

CSBA NOTE: Pursuant to 5 CCR 4631, the district's investigation report must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

Pursuant to 5 CCR 4631, only a complainant has the right to receive the investigation report and to file a complaint with the Board if dissatisfied with the compliance officer's decision. However, under certain circumstances, some of the same rights should be extended to a respondent in order to make the process equitable. For example, since the respondent to a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is usually an individual, the respondent should be notified when the complainant has agreed to an extension of timelines. Options 1 and 2 reflect these recommendations and may be modified to reflect district practice. When questions arise as to what rights to provide to a respondent, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel accordingly.

Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

~~OPTION 1: (Districts that do not allow complainants to appeal to the Board)~~

~~Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)~~

~~For any complaint alleging unlawful discrimination, harassment, intimidation, or bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant.~~

~~END OF OPTION 1~~

OPTION 2: (Districts that allow complainants to appeal to the Board)

CSBA NOTE: The remainder of this section is for use by districts that select Option 2.

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, or bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

END OF OPTION 2

Investigation Report

CSBA NOTE: 5 CCR 4631 specifies components that are required to be part of the district's investigation report. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered

2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law

3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600

4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610

5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

CSBA NOTE: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), now the Student Privacy Policy Office, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the respondent when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the respondent (e.g., an order that the respondent stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to

consult with CSBA's District and County Office of Education Legal Services or district legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the respondent.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, ~~as~~so long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

CSBA NOTE: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure that UCP complaint procedures pertaining to CSPP health and safety issues include a statement that the district response and the investigation report must, whenever Education Code 48985 is applicable, be written in English and the primary language in which the complaint was filed; see the section "Health and Safety Complaints in License-Exempt Preschool Programs" below. The following paragraph extends this provision to all types of complaints to ensure compliance with Education Code 48985. In addition, based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

CSBA NOTE: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination

Corrective Actions

CSBA NOTE: The following section may be revised to reflect district practice.

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

CSBA NOTE: Pursuant to Education Code 48900.5, as amended by AB 1165 (Ch. 22, Statutes of 2023), the district is encouraged to have a student who has been suspended, or for whom other means of correction have been implemented pursuant to Education Code 48900.5 for an incident of racist bullying, harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator; to have the perpetrator engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance; and to regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues; see AR 5131.2 – Bullying.

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support

5. Referral to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

CSBA NOTE: Generally, when a complaint is found to have merit, an appropriate remedy is provided to the complainant or other affected person. However, in certain instances, the law may require a remedy to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with required instructional minutes for physical education pursuant to Education Code 51222 and 51223, course periods without educational content pursuant to Education Code 51228.3, and the LCAP requirements pursuant to Education Code 52075. Districts that do not maintain elementary schools should delete the reference to physical education below.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the law regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with

CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law
3. The material findings of fact in the district's investigation report are not supported by substantial evidence
4. The legal conclusion in the district's investigation report is inconsistent with the law
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy

CSBA NOTE: 5 CCR 4633 requires the district to submit the following documents to CDE within 10 days after the district has been notified that an appeal has been filed. The district's failure to provide a timely and complete response may result in CDE ruling on the appeal without considering information from the district.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

CSBA NOTE: Pursuant to 5 CCR 4633, CDE is required to issue a written decision regarding the appeal within 60 days of CDE's receipt of the appeal, unless extended by written agreement with the appellant or documentation by CDE of exceptional circumstances. Pursuant to 5 CCR 4635, if CDE's decision was issued based on evidence in the investigation file CDE received from the district or evidence uncovered after further investigation of the allegations that were the basis of the appeal, either party may request reconsideration by the SPI or designee within 30 days of the appeal decision.

Pursuant to 5 CCR 4650, CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final investigation report; (2) the complainant requests anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; or (3) the complainant would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile.

Health and Safety Complaints in License-Exempt Preschool Programs

CSBA NOTE: The following section is for use by districts that operate any license-exempt CSPP program. Education Code 8212 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in a license-exempt CSPP program. Pursuant to Education Code 8212, the district must use the UCP, with modifications as necessary, to resolve such complaints. Pursuant to 5 CCR 4610, such complaints must be addressed through the procedures described in 5 CCR 4690-4694.

See the accompanying exhibits for a sample classroom notice and complaint form.

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE website. (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as

much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

CSBA NOTE: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

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 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	School libraries
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48645.7	Juvenile court schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900.5	Suspension; other means of correction
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49010-49013	Student fees
Ed. Code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51222	Physical education

Ed. Code 51223	Physical education; elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52617	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8488	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	**Description**

20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources	**Description**
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)
California Department of Education Publication	Uniform Complaint Procedure ~~2021-22~~ Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
~~U.S. DOE, Office for Civil Rights~~California Department of Justice Publication	~~Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021~~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)
~~U.S. DOE, Office for Civil Rights Publication~~Federal Register	~~Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021~~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, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007

Website	CSBA District and County Office of Education Legal Services
Website	Student Privacy Policy Office
Website	U.S. Department of Agriculture
Website	California Department of Social Services
Website	U.S. Department of Justice
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees

1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
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
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
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 Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
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 Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4319.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4319.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment

5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.2	Bullying
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
5145.7	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
5145.71	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development

5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials

6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
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6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
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6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
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6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
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6200	Adult Education
6200	Adult Education
9000	Role Of The Board
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9012	Board Member Electronic Communications
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9200	Limits Of Board Member Authority
9321	Closed Session
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Regulation 1312.4: Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 **| Last Revised Date:** ~~10~~09/01/~~2023~~2024 **| Last Reviewed Date:** ~~10~~09/01/~~2023~~2024

CSBA NOTE: Education Code 35186 **mandates** that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687.

It is recommended that districts use these procedures only for complaints specified in law and this administrative regulation. See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the uniform complaint procedures established pursuant to 5 CCR 4600-4670, and for license-exempt preschool programs pursuant to 5 CCR 4690-4694. For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

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

CSBA NOTE: Education Code 242, as added by AB 1078 (Ch. 229, Statutes of 2023), requires the California Department of Education (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.

Pursuant to Education Code 60119, boards are required to hold a public hearing annually regarding the sufficiency of instructional materials. If, at the public hearing, the Governing Board makes a determination of "insufficient materials", Education Code 1240, as amended by AB 1078, requires the Board to take certain actions and specifies potential consequences for not remedying the deficiency as required by law; see BP 6161.1 - Selection and Evaluation of Instructional Materials. For more information regarding the Board's responsibilities regarding the sufficiency of instructional materials, see CSBA's Governance Brief, "Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities," and Fact Sheet, "Instructional Materials Adoptions: Local governing board responsibilities."

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)

a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class~~.~~

b. A student does not have access to textbooks or instructional materials to use at home or after school~~.~~ ~~This does not require two sets of textbooks or instructional materials for each student.~~

This does not require two sets of textbooks or instructional materials for each student.

c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage~~.~~

d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials~~.~~

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)

a. A semester begins and a teacher vacancy exists~~.~~

CSBA NOTE: Education Code 35186, as amended by SB 114 (Ch. 48, Statutes of 2023), requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class.

b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class~~.~~

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency~~.~~

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

Beginning of the year or semester means the time period from the first day students attend classes for a year-long course or semester-long course, though not later than 20 business days afterwards. (5 CCR 4600)

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

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

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

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

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

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

CSBA NOTE: Pursuant to Education Code 35292.5, as amended by SB 760 (Ch. 227, Statutes of 2023), districts may temporarily close a restroom for (1) a documented student safety concern, (2) an immediate threat to student safety, or (3) to repair the facility.

c. *Open restroom* means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to repair the facility. (Education Code 35292.5)

CSBA NOTE: The following optional paragraph is for use by districts that maintain any of grades 63-12, and may be revised to reflect the grade levels served by the district.

Pursuant to Education Code 35292.6 a school that serves any of grades 6-12 is required, as amended by AB 230 (Ch. 421, Statutes of 2023), the requirement to stock the school's restrooms with menstrual products, for use in connection with the menstrual cycle, free of charge has been expanded to include schools that serve students in any of grades 3-12. See AR 3517 - Facilities Inspection.

Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements. However, pursuant to 5 CCR 4610, CDE will not accept an appeal of any such district-permitted complaint may not be appealed to CDE.

In any school serving students any of grades 63-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, 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. (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. CDE 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.

As with Education Code 35292.6 described above, Education Code 35292.5, as amended by SB 760, does not require a complaint process. However, it is recommended that the Williams complaint procedures be used to address allegations of noncompliance with Education Code 35292.5 in order to ensure consistency in the procedures districts use to address allegations of noncompliance with all restroom maintenance requirements. Like complaints alleging noncompliance with Education Code 35292.6, CDE will not accept an appeal of a complaint alleging noncompliance with Education Code 35292.5.

Additionally, starting July 1, 2026, in any school that has more than one female and more than one male restroom designated exclusively for student use, a complaint may be filed alleging noncompliance with the requirements specified in Education Code 35292.5 to maintain at least one all-gender restroom for student use. (Education Code 35292.5)

Forms and Notices

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

CSBA NOTE: Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample complaint form and classroom notice.

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

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

Filing of Complaint

CSBA NOTE: Education Code 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, CDE staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the Board and to appeal facilities complaints to CDE, as detailed in the following section and the section "Investigation and Response" below.

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

CSBA NOTE: Pursuant to Education Code 35186, as amended by AB 1078, complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly in addition to or in lieu of being filed with the district, and the SPI may directly intervene without waiting for an investigation, as described ~~in the section "Investigation and Response"~~ below.

Pursuant to Education Code 60150, as added by AB 1078, if the SPI finds that a district has not provided sufficient textbooks or instructional materials as required, CDE is required to take all remedial actions as specified in Education Code 1240, including purchasing textbooks and instructional materials. Additionally, the SPI is required to assess a financial penalty against the district's local control funding formula allocation.

A complaint alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly in addition to or in lieu of being filed with the district. Any such complaint shall identify the basis and provide evidence to support its filing directly with the SPI. (Education Code 35186)

If the Superintendent or designee becomes aware that a complaint alleging insufficient textbooks or instructional materials ~~that~~ has been filed directly with the SPI but not with the district, the Superintendent or designee may initiate an investigation in accordance with this administrative regulation, as described below, if there is sufficient evidence to do so.

Investigation and Response

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

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

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

CSBA NOTE: Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code 35186 requires that, when Education Code

48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

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

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

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the SPI within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4610, 4687)

However, no other type of complaint regarding the condition of school facilities as described in the section "Types of Complaints" above may be appealed to the SPI. (Education Code 35186; 5 CCR 4610, 4687)

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

Reports

CSBA NOTE: During the FPM process, CDE staff will expect to see the following statement.

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

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Policy Reference Disclaimer:
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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR ~~4600~~4680-4687	~~Uniform~~Williams uniform complaint procedures ~~and Williams complaints~~

5 CCR 4690-4694	Health and safety complaints in license-exempt preschool programs
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 200-~~262.4~~270	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Hearing on sufficiency of instructional materials
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials

Federal	**Description**
20 USC 6314	Title I schoolwide program

Management Resources	**Description**
CSBA Publication	Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-_IM-LocalRoles.ashx?la=en&rev=94453dc92df043379995b07589a4d558#:~:text=Local%20boards%20have%20a%20responsibility,been%20approved%20by%20the%20SBE.)
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-instructional-materials-

	brief.ashx?la=en&rev=9880900e6d334c81a7f64d637e40dc56)
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024 (https://oag.ca.gov/system/files/attachments/press-docs/Legal%20Alert%20Re%20Inclusive%20Curricula.1.9.24.1157CLEAN.pdf)
Website	California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services
Website	State Allocation Board, Office of Public School Construction
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
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
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies

3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board

9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Exhibit 1312.4-E(1): Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2007 **| Last Revised Date:** ~~10~~09/01/~~2023~~2024 **| Last Reviewed Date:** ~~10~~09/01/~~2023~~2024

CSBA NOTE: Education Code 35186 requires that the following notice be posted in each K-12 classroom in each school in the district. During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that a notice is placed in each classroom in each school and that the notice contains all the information described below.

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:
K-12 COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials~~.~~

   That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.

CSBA NOTE: Pursuant to Education Code 35292.5, as amended by SB 760 (Ch. 227, Statutes of 2023), districts may temporarily close a restroom for (1) a documented student safety concern, (2) an immediate threat to student safety, or (3) to repair the facility.

2. School facilities must be clean, safe, and maintained in good repair

   This includes the identification and resolution of emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff.

CSBA NOTE: Education Code 35186, as amended by SB 114 (Ch. 48, Statutes of 2023), requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class.

3. There should be no teacher vacancies or misassignments~~.~~

   There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

   Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

   Teacher vacancy means a position to which a single designated certificated employee has not

been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

CSBA NOTE: Education Code 35186 requires that the notice inform parents/guardians of the location to obtain a complaint form and provides that posting a notice downloadable from ~~the~~ CDE's website will satisfy this requirement. The law does not require that the complaint form be placed in any specific location. The following paragraph lists locations where complaint forms may be available and should be modified to reflect district practice, including adding the school and district website addresses.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district website. You may also download a copy of the California Department of Education (CDE) complaint form from CDE's, website when available. However, a complaint need not be filed using either the district's complaint form or the complaint form from CDE.

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR ~~4600~~4680-4687	~~Uniform~~Williams uniform complaint procedures ~~and Williams complaints~~
5 CCR 4690-4694	Health and safety complaints in license-exempt preschool programs
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 200-~~262.4~~4270	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness

Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Hearing on sufficiency of instructional materials
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials

Federal	**Description**
20 USC 6314	Title I schoolwide program

Management Resources	**Description**
CSBA Publication	Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-_IM-LocalRoles.ashx?la=en&rev=94453dc92df043379995b07589a4d558#:~:text=Local%20boards%20have%20a%20responsibility,been%20approved%20by%20the%20SBE.)
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-instructional-materials-brief.ashx?la=en&rev=9880900e6d334c81a7f64d637e40dc56)
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024 (https://oag.ca.gov/system/files/attachments/press-docs/Legal%20Alert%20Re%20Inclusive%20Curricula.1.9.24.1157CLEAN.pdf)
Website	California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services
Website	State Allocation Board, Office of Public School Construction
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights

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Cross References

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1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
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1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners

4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

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

Status: ADOPTED

Original Adopted Date: 11/01/2010 **| Last Revised Date:** ~~10~~09/01/2023~~2024~~ **| Last Reviewed Date:** ~~10~~09/01/~~2023~~2024

CSBA NOTE: Education Code 35186 creates the Williams uniform complaint procedures for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below.

K-12 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES

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

Response requested? ___Yes____No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Course title/grade level and teacher name: _____
Room number/name of room/location of facility: _____

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

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

~~1.~~ 1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

- b. A student does not have access to textbooks or instructional materials to use at home or after school~~. This does not require two sets of textbooks or instructional materials for each student.~~

  This does not require two sets of textbooks or instructional materials for each student

- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

- d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

~~2.~~ 2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

a. A semester begins and a teacher vacancy exists.

- A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. (5 CCR 4600)

CSBA NOTE: Education Code 35186, as amended by SB 114 (Ch. 48, Statutes of 2023), requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class.

- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class.

  This does not relieve the district from complying with state or federal law regarding teachers of English Learners.

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency~~.~~

~~3.~~ 3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

- a. A condition exists that poses an emergency or urgent threat to the health or safety of students or staff while at school including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior

doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

~~o~~ b. A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.

CSBA NOTE: The following optional item is for districts that choose to use the Williams uniform complaint procedures to address complaints alleging noncompliance with ~~requirements~~the requirement to stock restrooms at certain schools with menstrual products pursuant to Education Code 35292.6, which, as amended by AB 230 (Ch. 421, Statutes of 2023), has been expanded to include schools that serve students in any of grades 3-12; see the accompanying administrative regulation.

~~o~~ c. For a school serving students in any of grades ~~6~~3-12, the school has not, at all times, stocked and made 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.

CSBA NOTE: The following optional item is for districts that choose to use the Williams uniform complaint procedures to address complaints alleging noncompliance with the requirement, beginning July 1, 2026, to provide and maintain at least one all-gender restroom for student use pursuant to Education Code 35292.5, as amended by SB 760 (Ch. 227, Statutes of 2023); see the accompanying administrative regulation.

d. Starting July 1, 2026, for a school that has more than one female and more than one male restroom designated exclusively for student use, the school has not maintained at least one all-gender restroom for student use in accordance with Education Code 35292.5

CSBA NOTE: Pursuant to Education Code 35292.5, as amended by SB 760 ~~(Ch. 227, Statutes of 2023),~~ districts may temporarily close a restroom for (1) a documented student safety concern, (2) an immediate threat to student safety, or (3) to repair the facility.

e. The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes.

~~o~~ This does not apply when temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to repair the facility.

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

CSBA NOTE: Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specify the location for filing the complaint. Districts should specify the name and/or location in the spaces below.

Please file this complaint at the following location:

Manuel Bojorquez, Assistant Superintendent of Educational Leadership and Pupil Services

(principal or designee)

San Ysidro School District: 4350 Otay Mesa Road, San Ysidro, CA 92173

(address)

CSBA NOTE: Pursuant to Education Code 35186, as amended by AB 1078 (Ch. 229, Statutes of 2023), complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly, and the SPI may directly intervene without waiting for an investigation by the district; see the accompanying administrative regulation ~~for more information.~~. The following paragraph may be used by districts to inform complainants about the option to file complaints directly with the SPI.

Please be aware that you may file a complaint directly with the Superintendent of Public Instruction if you are alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency.

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

_____ _____

(Signature) (Date)

Policy 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 ~~4600~~4680-4687	~~Uniform~~Williams uniform complaint procedures ~~and Williams complaints~~
5 CCR 4690-4694	Health and safety complaints in license-exempt preschool programs
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 200-~~262.4~~270	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Hearing on sufficiency of instructional materials
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials

Federal	**Description**
20 USC 6314	Title I schoolwide program

Management Resources	**Description**
CSBA Publication	Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-_IM-LocalRoles.ashx?la=en&rev=94453dc92df043379995b07589a4d558#:~:text=Local%20boards%20have%20a%20responsibility,been%20approved%20by%20the%20SBE.)
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024

	(https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/2024-REPD-instructional-materials-brief.ashx?la=en&rev=9880900e6d334c81a7f64d637e40dc56)
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024 (https://oag.ca.gov/system/files/attachments/press-docs/Legal%20Alert%20Re%20Inclusive%20Curricula.1.9.24.1157CLEAN.pdf)
Website	California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services
Website	State Allocation Board, Office of Public School Construction
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
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
1340	Access To District Records

1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials

6163.1	Library Media Centers
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Jose Iniguez, Ed.D.,
Assistant Superintendent,
Administrative Leadership,
School Support and Safety;
Efrain Burciaga,
Director of Human Resources

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES - 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 Board Polices - 4000 series:

- Board Policy 4050 - Social Media Policy For Employees and District Representatives

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies - 4000 series: Board Policy 4050 - Social Media Policy For Employees and District Representatives.

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	N/A
(Amount)	(Name of funding source and/or location)

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

REVISED

Policy 4050: Social Media Policy For Employees, District Representatives, and Service Providers

I. PURPOSE

The purpose of this policy is to provide guidelines for social media communication between and by employees, students, parents, visitors, district representatives, and other associated persons (see definition below in section II); to prevent unauthorized access and other unlawful activities by District users online; to prevent unauthorized disclosure of or access to sensitive information, and to comply with student privacy laws and regulations, the Children's Internet Protection Act (CIPA), and applicable laws and regulations regarding confidentiality; to ensure a respectful and professional image of our District; guarantee the communication of accurate information about our District and community, and to promote trust and confidence in our District. While the District recognizes that during non-work hours employees, district representatives, and students may participate in online social media, blogs, and other online tools, District employees and associated persons should keep in mind that information produced, shared and retrieved by them may be subject to District policies and is a reflection of the school community.

Social media has many benefits but when social media postings violate the law or District policies or create a substantial disruption to the school community and/or work environment, the District and/or administrator may have an obligation to respond and take appropriate action, including but not limited to investigation, possible discipline, written notification, reporting to law enforcement, and legal course of action.

Under certain circumstances, the District has jurisdiction to admonish and/or discipline employees and district representatives who violate rules of appropriate conduct, which includes but is not limited to, the use of social networking sites during or outside of work hours. Additionally, the District may not be able to protect or represent employees who incur legal action from a second party in response to the employee's behavior in a social networking site.

II. GUIDELINES

A. Definitions

Associated Persons includes, but is not limited to, employees, district officials and/or representatives, parents, parent-elected leaders of school committees, representatives and volunteers, consultants, contracted employees, coaches, child care/enrichment program providers, vendors, before and after-school youth services providers and all other service providers.

Blogs are updated personal journals with reflections, comments, and often hyperlinks provided by the writer intended for public viewing.

Digital Publishing Site is an internet personal publishing service that provides products and services for consumers to preserve their digital photos or films, such as Shutterfly, Flickr and YouTube.

Podcasts are audio broadcasts that have been converted to MP3 or other audio file format for playback in a digital music player.

Social Media also referred to as social networking, is a form of electronic communication through which users create online communities to share information, ideas, personal messages, and other content.

Social Networking Websites are websites where users can create and customize their own profiles with photos, videos, and information, such as Facebook, Google+, Habbo and other social networking sites.

Tags (Tagging) are keywords assigned to a webpage for the purpose of easy identification, organization, aggregation and searching. Most social media sites allow users to tag the content they share online such as articles, photos, videos or blog posts. Tags help users find content they are looking for through social media sites and other online platforms.

Wikis are websites that allow the creation and editing of any number of interlinked web pages via a browser using a simplified markup language or a text editor.

B. Social Media Guidelines for Employees, District Officials and Representatives, Service Providers and Associated Persons

1. Keep personal social network accounts separate from work related accounts. When a student or minor wishes to link to an employee's personal social networking site, redirect them to the school approved website. Accepting invitations to non-school related social networking sites from parents, students or alumni under the age of 18 is strongly discouraged, and on a case-by-case basis, may be prohibited by the site administrator.

2. Any employee or district representatives engaging in inappropriate conduct including the inappropriate use of social media sites during or after school hours may be subject to discipline. Employees, district representatives and services providers should not engage in social networking or blogging activity during work periods and on District equipment.

3. Never post any confidential identifying student information including names, videos and photographs on any school-based, personal, or professional online forum or social networking website, without the written, informed consent of the child's parent/legal guardian and the principal and/or district administrator. Do not post any confidential personnel related information including, but not limited to employee evaluations, hiring, and, discipline matters.

4. Never post any confidential identifying student information including names, videos and photographs on any school-based, personal, or professional online forum or social networking website, without the written, informed consent of the child's parent/legal guardian and the principal and/or district administrator. Do not post any confidential personnel related information including, but not limited to employee evaluations, hiring, and, discipline matters.

5. Users should have no expectation of privacy regarding their use of District property, network and/or Internet access to files, including email or social networking websites. The District reserves the right to monitor users' online activities and to access, review, copy, and store or delete any electronic communication or files and/or disclose them to others as it deems necessary.

6. Posting inappropriate threatening, harassing, racist, biased, derogatory, disparaging or bullying comments toward or about any student, employee, district representative or associated person on any website and/or social media site is prohibited and may be subject to discipline and/or legal action.

7. Threats are taken seriously and are subject to law enforcement intervention, including but not limited to formal threat assessments.

8. District employees, district representatives, and associated persons are responsible for the information they post, share, or respond to online. Employees should utilize privacy settings to control access to personal networks, webpages, profiles, posts, digital media, forums, fan pages, etc. However, be aware that privacy settings bring a false sense of security. Anything posted on the internet may be subject to public viewing and republication by third parties without your knowledge.

9. If you identify yourself online as a school employee, district representative or associated person, ensure that your profile and related content are consistent with how you wish to present yourself to colleagues, parents, and students. Conduct yourself online according to the same code of ethics and standards set forth in the District Acceptable Use Policy, Civility Board Policy, and professional standards of the district. It is recommended that you post a disclaimer on your social media pages stating "The views on this page are personal and do not reflect the views of the San Ysidro School District."

10. Use of District logos or images on one's personal social networking sites is prohibited. If you wish to promote a specific activity or event, you may do so with district administrative authorization only.

11. Content that is obscene, libelous, or so incites students, faculty, staff, parents, or other members of the community as to create a clear and present danger of the commission of unlawful acts on school and district premises, violation of school rules, or disruption of the district or school's orderly operation is prohibited.

12. When posting on social media, employees, students, parents, visitors,district representatives, and other associated persons should consider the potential overlap with District business and all applicable privacy and confidentiality laws and regulations, including whether a post:

- Violates the privacy rights of children such as, but not limited to:
    - The Children's Internet Protection Act (CIPA) governs the unauthorized disclosure of or access to sensitive information.
    - The Family Educational Rights and Privacy Act (FERPA) protects the confidentiality of personally identifiable information contained in a student's school record. FERPA requires the District to have written consent from a parent/legal guardian before sharing information regarding a student.
    - The Children's Online Privacy Protection Act (COPPA) protects the privacy of children under the age of 13 and was enacted in 1998.
- Violates District policy on civility, professionalism, harassment, and bullying.
- Violates confidentiality or the Brown Act.
- Subjects the District, and/or individual to civil liability for false statements that can harm the District, employees, and/or violates student's privacy rights. This is particularly true if a District community member's social media posts are perceived as acting within the scope of their public duties. (Section 1983 of Section 42 of the United States Code).
- May be considered a public record subject to the Open Records laws set by government agencies that include K-12 public school districts.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS – 5000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

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

- Board Policy 5145.3 - Nondiscrimination/Harassment
- Administrative Regulation 5145.3 - Nondiscrimination/Harassment
- Board Policy 5145.7 - Sex Discrimination and Sex-Based Harassment
- Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment
- Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
- Exhibit(1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
- Board Policy 5146 - Married/Pregnant/Parenting Students
- Board Policy 5113 - Absences and Excuses
- Administrative Regulation 5113 - Absences and Excuses
- Board Policy 5145.6 - Parent/Guardian Notifications
- Exhibit (1) 5145.6 - Parent/Guardian Notifications
- Board Policy 5144.1 - Suspension and Expulsion/Due Process
- Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process
- Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)
- Board Policy 5147 - Dropout Prevention

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies, Administrative Regulations and Exhibits – 5000 series: Board Policy 5145.3 - Nondiscrimination/Harassment, Administrative Regulation 5145.3 - Nondiscrimination/Harassment, Board Policy 5145.7 - Sex Discrimination and Sex-Based Harassment, Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment, Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, Exhibit(1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, Board Policy 5146 - Married/Pregnant/Parenting Students, Board Policy 5113 - Absences and Excuses, Administrative Regulation 5113 - Absences and Excuses, Board Policy 5145.6 - Parent/Guardian Notifications, Exhibit (1) 5145.6 - Parent/Guardian Notifications, Board Policy 5144.1 - Suspension and Expulsion/Due Process, Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process,

Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities) and Board Policy 5147 - Dropout Prevention.

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	N/A
(Amount)	(Name of funding source and/or location)

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

Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 10/01/2014 **| Last Revised Date:** ~~10~~07/01/~~2023~~2024 **| Last Reviewed Date:** ~~10~~7/01/~~2023~~2024

CSBA NOTE: The following **mandated** policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual. Education Code 220 prohibits discrimination based on disability, race, nationality, immigration status, ethnicity, gender, gender identity, gender expression, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Government Code 11135 prohibits discrimination based on most of the foregoing characteristics and on sex, color, ancestry, age, medical condition, marital status, and an individual's genetic information. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination based on race, color, or national origin. Title IX (20 USC 1681-1688; 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474) prohibits discrimination based on sex~~,~~; sex stereotypes; sex characteristics; gender~~,~~; gender identity~~,~~; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation; and, parental, marital, and family status. The Age Discrimination Act of 1975 (42 USC 6101-6107) prohibits discrimination based on age. The Americans with Disabilities Act (ADA) (20 USC 12101-12213) and Section 504 (29 USC 794) prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of the characteristics listed in Education Code 220. ~~See also~~For more information regarding the requirement for district programs and activities to be free from discrimination, see BP 0410 - Nondiscrimination in District Programs and Activities.

~~Moreover, this sample Board~~For policy ~~and the accompanying administrative regulation reflect the statutory right of a transgender~~addressing student ~~to participate in sex-segregated educational programs and use facilities consistent with one's gender identity as specified in Education Code 221.5,~~ discrimination and sex-based harassment, see BP/AR 5145.7 – Sex Discrimination and ~~best practices based on existing state~~Sex-Based Harassment, and ~~federal law. Districts with questions about the rights of transgender~~for language regarding Title IX sex discrimination, including sex-based harassment, complaint procedures, see AR/E(1) 5145.71 – Title IX Sex Discrimination and ~~gender-nonconforming students should consult CSBA's District and County Office of Education Legal Services or district legal counsel. For more information on the rights of transgender students, see CSBA's, "Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools."~~ Sex-Based Harassment Complaint Procedures.

Education Code 234.1 **mandates** that districts adopt policy ~~as well as a process for~~ prohibiting discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics listed above, which applies to all acts related to school activity or school attendance occurring within a school ~~or~~ under the ~~authority~~jurisdiction of the district, ~~including discriminatory harassment, intimidation,~~ and ~~bullying, based on the foregoing characteristics.~~a process for receiving and investigating such complaints. The California Department of Education~~,~~ (CDE),

through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other anti-discrimination policies and processes to ensure compliance with these requirements. In addition, the U.S. Department of Education's Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures.

Education Code 234.1, as amended by AB 1078 (Ch. 229, Statute of 2023), also 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, Statute of 2023), all acts~~ of the 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.

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.

In addition, the Board's 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 also constitute unlawful discrimination pursuant to Education Code 220. And, 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. 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."

OCR has clarified in several publications that conduct that occurs off campus may have an adverse effect on a student at school (e.g., create a "hostile environment" for the student). When that happens, the district has an obligation to investigate and to take steps to protect the student.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact

6153	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7110	Facilities Master Plan

5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
5145.7	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
5145.71	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips

5000	Concepts And Roles
5030	Student Wellness
5111	Admission
5111	Admission
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5116.2	Involuntary Student Transfers
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
5125.3	Challenging Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention

3553	Free And Reduced Price Meals
3580	District Records
3580	District Records
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sex Discrimination and Sex-Based Harassment
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sex Discrimination and Sex-Based Harassment
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4312.6	Personnel Files
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.11	Sex Discrimination and Sex-Based Harassment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development

Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
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
1312.2	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
1313	Civility
1340	Access To District Records
1340	Access To District Records
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3553	Free And Reduced Price Meals

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	Enforcement of Title IX of the Education Amendments of 1972 With Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of Bostock v. Clayton County, June 2021
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Addressing Discrimination Against Jewish Students, May 2023
U.S. DOE, Office for Civil Rights Publication	U.S. Department of Education Toolkit: Creating Inclusive and Nondiscriminatory School Environments for LGBTQI+ Students, June 2023
U.S. DOE, Office for Civil Rights Publication	Questions and Answers on the Title IX Regulations on Sexual Harassment, June 2022
U.S. DOE, Office for Civil Rights Publication	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973
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~~	~~Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016~~
Website	CSBA District and County Office of Education Legal Services
Website	First Amendment Center
Website	California Interscholastic Federation (https://www.cifstate.org/landing/index)
Website	California Office of the Attorney General
Website	California Safe Schools Coalition
Website	CSBA
Website	California Department of Education

	/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)
California Department of Education Publication	California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019
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)
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
U.S DOE, Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD (2013) OCR 09-12-1020, DOJ 169-12C-70
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
U.S. Dept. of Health & Human Services Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, August 2013
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)

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
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 106.45~~	~~Grievance process for formal complaints of sexual harassment~~
34 CFR 106.81-106.82	~~Designation of coordinator; dissemination of policy, and adoption of grievance procedures~~Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.25	Prohibition of discrimination based on age
34 CFR 99.31	Disclosure of personally identifiable information
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources	Description
34 CFR 106.30	Discrimination on the basis of sex; definitions
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/-

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 432	Student records
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
Ed. Code 17585	School modernization project; all-gender restroom
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33353	California Interscholastic Federation; standardized incident form
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900.3	Suspension or expulsion for act of hate violence
Ed. Code 48900.4	Suspension or expulsion for harassment, threats, or intimidation
Ed. Code 48900.5	Suspension; other means of correction
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49020-49023	Athletic programs
Ed. Code 49060-49079	Student records
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51500	Prohibited instruction or activity
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11135	Prohibition of discrimination
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment

encouraged to have a student who has been suspended, or for whom other means of correction have been implemented pursuant to Education Code 48900.5 for an incident of racist bullying, harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator, in addition to the other measures specified in the following paragraph; see BP/AR 5131.2 – Bullying.

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

~~CSBA NOTE: Education Code 234.1 requires that districts adopt a process~~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 the Title IX grievance procedures when investigating and resolving the complaint. A complaint may also fall within the complaint process adopted by the district pursuant to Education Code 234.1 for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying that is consistent with the district's UCP specified in 5 CCR 4600-4670. It is unclear whether districts would additionally be required to follow the UCP when investigating and resolving such a complaint. 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 UCP 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.

~~All allegations~~Allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures~~.~~, when required by law. However, complaints alleging sex discrimination, including sex-based harassment, 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 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

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accessible on its website its nondiscrimination, ~~sexual~~harassment, intimidation, bullying, sex-based harassment, suicide prevention, and other specified policies and information related to specified state and federal laws and resources. In addition, 34 CFR 104.8 requires districts to take "continuing steps" to notify students, parents/guardians, applicants for admission, and employees that it does not discriminate on the basis of disability in its education programs or activities.

For further information regarding specific posting requirements, see "Measures to Prevent Discrimination" in the accompanying administrative regulation.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6~~)~~ ; 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

CSBA NOTE: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. ~~The district should~~It is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel as necessary.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

CSBA NOTE: The following paragraph may be revised to reflect district practice. Pursuant to Education Code 48900.5, as amended by AB 1165 (Ch. 22, Statutes of 2023), the district is

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~~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.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

CSBA NOTE: In addition to the types of prohibited student conduct described above, unlawful discrimination includes different treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination in District Programs and Activities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

CSBA NOTE: Unlawful discrimination may occur when disciplining students. OCR's guidance, "Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973," "Resource on Confronting Racial Discrimination in Student Discipline," and "Creating Inclusive and Nondiscriminatory School Environments for LGBTQI Students," address discrimination in the use of discipline based on disability, race, and gender expression.

For more information regarding student discipline, see BP/AR 5144 - Discipline, BP/AR 5144.1 - Suspension and Expulsion/Due Process, and AR 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

Because unlawful discrimination ~~may~~could occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates ~~or~~, participates, or refuses to participate in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

CSBA NOTE: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to publicize its nondiscrimination policies to the school community. ~~In addition~~Additionally, Education Code 234.1, as amended by SB 153, and 234.6 ~~requires~~require the district to make readily

or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

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 discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, ~~targeted at~~of any student by anyone, based on the student's actual or perceived 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 or recovery; parental, marital, and family status~~,~~; physical or mental disability~~,~~; medical condition~~,~~; sex~~,~~; sex stereotypes; sex characteristics; sexual orientation~~,~~; gender~~,~~; gender identity~~,~~; gender expression~~,~~; or genetic information~~,~~; or, association with a person or group with one or more of these actual or perceived characteristics.

~~CSBA NOTE:~~ CSBA NOTE: 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 the U.S. Department of Education's 2023, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public 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

Regulation 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 09/01/2016 **| Last Revised Date:** ~~12~~07/01/~~2021~~2024 **| Last Reviewed Date:** ~~12~~07/01/~~2021~~2024

CSBA NOTE: The following **mandated** administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting unlawful discrimination at school or in school-sponsored or school-related activities, including discriminatory harassment, intimidation, and bullying, of any student based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. 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 discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights.

5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying. ~~In addition~~Additionally, 34 CFR 106.8 and other federal regulations mandate districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with federal laws and regulations governing the district's educational programs.

During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for investigating complaints. The U.S. Department of Education's ~~(USDOE)~~ Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints.

The following paragraph identifies the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws as the same person designated to ensure district compliance, and receive, investigate and resolve discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. Districts may modify the following paragraph to designate different district employees to serve these functions. Note also that a district may designate more than one

employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained.

34 CFR 106.8~~, as amended by 85 Fed. 30026,~~ requires that the employee designated by the district to coordinate its responsibilities under Title IX be referred to as the Title IX Coordinator. ~~The~~If the district has more than one Title IX Coordinator ~~is responsible for receiving complaints~~, it must designate one of ~~sexual harassment and determining whether the complaint should be appropriately addressed through AR 1312.3 or the federal~~its Title IX ~~complaint procedures pursuant to 34 CFR 106.44-106.45. The~~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 ~~may~~ be the same person designated below and in AR 1312.~~3~~3. – Uniform Complaint Procedures, and, if the district wishes to separate out these responsibilities, for one individual to designate designees and maintain oversight. See AR 5145.7 - ~~Sexual~~Sex Discrimination and Sex-Based Harassment ~~and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~.

The district designates the individual(s) identified below as the Compliance Officer(s). The employee(s) is responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the ~~compliance officer~~Compliance Officer(s) specified in ~~AR~~Administrative Regulation 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination ~~targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer~~of a student, and the Title IX Coordinator specified in Administrative Regulation 5145.7 – Sex Discrimination and Sex-Based Harassment as the responsible employee to handle complaints alleging unlawful sex discrimination and sex-based harassment, as permitted by law. The Compliance Officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

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)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

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), CDE is required to ensure that the district ~~posts~~prominently and conspicuously displays its nondiscrimination policies in all ~~schools, offices~~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, ~~and~~ student government meeting rooms~~.~~, and on the district's website.

In addition, federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8~~, 106.9~~), disability (34 CFR 104.8 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures.

For additional notification requirements ~~specifically pertaining~~specific to ~~sexual~~sex discrimination and sex-based harassment, see BP/AR 5145.7 - ~~Sexual~~Sex Discrimination and Sex-Based Harassment.

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the ~~coordinator/compliance officer's~~Compliance Officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

CSBA NOTE: Education Code 234.1, as amended by SB 153, and 234.6 requires a district to post its nondiscrimination policies on its ~~web site~~website as specified below. In addition to the policies listed below, if the district has a policy in regard to the prevention and response to hate violence, it is also required to be posted, and the following item should be modified accordingly. See BP 5145.9 - Hate-Motivated Behavior.

2. Post the district's policies and procedures prohibiting discrimination, harassment, student-~~sexual~~sex-based harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's ~~web site~~website in a manner that is easily accessible to parents/guardians and students (Education Code 234.1, 234.6)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's ~~web site~~website in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

CSBA NOTE: Education Code 221.61 requires districts and public schools to post on their ~~web sites~~websites information related to Title IX (20 USC 1681-1688). Education Code 234.6 requires districts to post the Title IX information required pursuant to 221.61 in a prominent location on the district's ~~web site~~website in a manner that is easily accessible to parents/guardians and students. Additionally, districts are required to provide a link to the Title IX information included on CDE's website pursuant to Education Code 221.6, in the same manner. A comprehensive list of rights based on the federal regulations implementing Title IX can be found in Education Code 221.8. A district that does not maintain a ~~web site~~website may comply by posting the information below on

the ~~web site~~website of its county office of education. A school without a ~~web site~~website may comply by posting the information on the ~~web site~~website of the district or county office of education.

4. Post in a prominent location on the district ~~web site~~website in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex~~,~~; sex characteristics; sexual orientation; gender~~,~~; gender identity~~,~~; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and parental, marital, and family status, including the following: (Education Code 221.6, 221.61, 234.6)

   a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

   b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the ~~web sites~~websites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

   c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

      i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

      ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on ~~the~~ OCR's ~~web site~~ website

      iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

   d. A link to the Title IX information included on the California Department of ~~Education's~~Education's (CDE) ~~web site~~ website

CSBA NOTE: Item #5 is for districts that participate in the California Interscholastic Federation (CIF). In order to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, Education Code 33353, as amended by AB 1327 (Ch. 366, Statutes of 2023), requires a district that participates in CIF to post on its website, by April 1, 2025, a standardized incident form developed by CDE, including information on how to submit a completed incident form to the district. The district is required to submit information related to any completed standardized incident form to CDE, if requested.

5. By April 1, 2025, post CDE's standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form to the district (Education Code 33353)

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.

6. 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 OCR

   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.

~~5.~~ 7. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. ~~Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)~~ (Education Code 234.5)

Such resources shall be posted in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

~~6.~~ 8. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior~~.~~

~~7.~~ 9. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students~~.~~

The notice shall inform students and parents/guardians that they may request to meet with the ~~compliance officer~~Compliance Officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

CSBA NOTE: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2003 "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter or be served by the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient and costs. State law is more specific than federal law. Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

~~8.~~ 10. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand~~.~~

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

~~9.~~ 11. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them~~.~~

Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students.

CSBA NOTE: Item #12 applies to districts that serve students in any of grades 7-12. Pursuant to Education Code 234.1, as amended by SB 153, a district is required to provide certificated school employees serving students in any of grades 7-12 information on existing

school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying as specified below.

12. Provide to certificated employees serving students in grades 7-12 information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying on the basis of any of the actual or perceived characteristics in Penal Code 422.55, including immigration status; Education Code 220; and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation; or association with a person or group with one or more of these actual or perceived characteristics (Education Code 234.1)

CSBA NOTE: Item #13 applies to districts that serve students in any of grades 7-12. Starting in the 2025-26 school year through the 2029-2030 school year, Education Code 218.3, as added by AB 5 (Ch. 220, Statutes of 2023), requires a district serving students in any of grades 7-12 to provide at least one hour of training annually to all teachers and certificated employees serving students in grades 7-12 which incorporates CDE's online training curriculum to support LGBTQ+ cultural competency. The district is required to maintain records documenting the date that each employee completed the training and the name of the entity that provided the training.

13. For the 2025-2026 school year through the 2029-2030 school year, provide annually to certificated employees serving students in grades 7-12 at least one hour of training to support LGBTQ+ cultural competency in accordance with Education Code 218.3

~~10.~~ 14. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so~~.~~ (Education Code 234.1)

CSBA NOTE: Item #~~11~~15 below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect the student from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved.

~~11.~~ 15. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights~~.~~

~~**Enforcement of District Policy**~~

~~The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:~~

~~1. Removing vulgar or offending graffiti~~

~~2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond~~

~~3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination~~

4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

Process for Initiating and Responding to Complaints

CSBA NOTE: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying. Such a process, which is required to be consistent with the uniform complaint procedures (UCP) specified in 5 CCR 4600-4670, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed.

Complaints of sexual harassment must be addressed through the federal Title IX complaint procedures established pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, if the alleged conduct meets the federal definition of sexual harassment. Pursuant to 34 CFR 106.30, 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. Allegations that do not meet this definition should be addressed through the district's UCP. See BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officerCompliance Officer, Title IX Coordinator, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officerCompliance Officer, Title IX Coordinator, or principal, regardless of whether or not the alleged victim files a complaint.

CSBA NOTE: The following paragraph related to employee reporting of unlawful discrimination should be revised to reflect the district's timeline.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officerCompliance Officer, Title IX Coordinator, or principal within a school day,one workday, regardless of whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

CSBA NOTE: Though a formal complaint must be in writing pursuant to 5 CCR 4600, the district's obligation to provide a safe school environment for its students overrides the need to comply with formalities. Thus, once the district receives notice of an incident, whether verbally or in writing, it is good practice to begin the investigation of the report and to take steps to stop any prohibited conduct and address any effect on students. The following paragraph reflects such practice.

Pursuant to 34 CFR 106.11 and ~~is consistent~~106.44, as amended by 89 Fed. Reg. 33474, a district with ~~OCR recommendation~~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 scope of the UCP, it is unclear whether districts would additionally be required to follow the UCP. Due to this uncertainty, districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the UCP 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.

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal, Compliance Officer, or ~~compliance officer,~~ Title IX Coordinator, the principal , Compliance officer, or ~~compliance officer~~Title IX Coordinator shall notify the student or parent/guardian of the right to file a formal complaint in accordance with ~~AR~~Administrative Regulation 1312.3 - Uniform Complaint Procedures or, for complaints of ~~sexual~~sex discrimination, including sex-based harassment ~~that meet~~, the ~~federal~~ right to initiate the Title IX ~~definition, AR~~grievance procedures as specified in Administrative Regulation 5145.71 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures. Once notified verbally or in writing, the ~~compliance officer~~Compliance Officer or Title IX Coordinator shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, ~~compliance officer~~Compliance Officer, Title IX Coordinator, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

~~**Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students**~~

~~CSBA NOTE: The terms and definitions used below are consistent with California law, case law, and generally accepted terms within academia and in publications issued by state and federal agencies such as CDE and OCR, including provisions in the California Gender Recognition Act that recognize three gender options, female, male, and nonbinary, and define "nonbinary" and other~~

related terms such as "intersex" and "transgender". In addition to consistency with the above, the definition of "gender identity" below is consistent with the Resolution Agreement between the Arcadia Unified School District, OCR, and the U.S. Department of Justice, Civil Rights Division, which defines "gender identity" as "one's internal sense of gender, which may be different from one's assigned sex, and which is consistently and uniformly asserted, or for which there is other evidence that the gender identity is sincerely held as part of the student's core identity."

The following section is also consistent with OCR's fact sheet "Supporting Intersex Students: A Resource for Students, Families, and Educators," issued in October 2021 and CDE's "Update FLASH #158, Guidance for Changing a Student's Gender in CALPADS," which provides guidance on changing a student's gender and/or legal name on the student's mandatory permanent record.

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Intersex student means a student with natural bodily variations in anatomy, hormones, chromosomes, and other traits that differ from expectations generally associated with female and male bodies.

Nonbinary student means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether or not the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

Transgender student means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity

2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's gender identity to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against intersex, nonbinary, transgender, and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's gender identity, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that intersex, nonbinary, transgender, and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

CSBA NOTE: Timelines included in items #1-2 below may be modified to reflect district practice.

Pursuant to state and federal law, a district has the responsibility to ensure a safe, nondiscriminatory school environment for all students and equal access to the educational program for intersex, nonbinary, transgender, or gender non-conforming students. As part of its obligation, the district must keep a student's private information, including a student's gender, gender identity, or gender expression, confidential. CDE's "School Success and Opportunity Act (Assembly Bill 1266) Frequently Asked Questions," references a transgender student's informational privacy right under Article I, Section I of the California Constitution as protecting the student's gender identity from disclosure. However, CDE specifies that, pursuant to 34 CFR 99.36, disclosure of such information to appropriate parties is permitted in connection with an emergency, as necessary to protect the health or safety of the student or other individuals. Therefore, a district is required to take measures such as those specified in the following paragraph, to prevent unintentional release of students' private information and should contact legal counsel before disclosing a student's gender identity without the student's consent.

1. Right to privacy: A student's intersex, nonbinary, transgender, or gender-nonconforming status is the student's private information. The district shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record.

   The district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

   As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's intersex, nonbinary, transgender, or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the intersex, nonbinary, transgender, or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

CSBA NOTE: Pursuant to Education Code 221.5, a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on the student's educational records. In implementing state law, districts may review recommended practices in the USDOE's Office of Elementary and Secondary Education's Examples of Policies and Emerging Practices for Supporting Transgender Students. For more information on the rights of transgender students, see CSBA's Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is intersex, nonbinary, transgender, or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

CSBA NOTE: Education Code 49062.5 and 49070 require districts to update a former student's records to change the student's name and/or gender as specified below. See AR 5125 - Student Records. Pursuant to 5 CCR 432, a district is required to maintain for each student a mandatory permanent student record that includes the student's legal name, sex, and other specified details. While 5 CCR 4910 refers to "sex" as the "biological condition or quality of being a female or male human being," it also defines "gender" to mean "sex," which includes "a person's gender identity and gender related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth." When responding to a request to change the gender or legal name of intersex, nonbinary, transgender, or gender non-conforming students, districts should be mindful of laws prohibiting gender-based discrimination. In CALPADS' "Update FLASH #158, Guidance for Changing a Student's Gender in CALPADS", CDE distinguishes the process for updating a student's legal name from the process for updating a student's gender. According to CDE, a district must receive formal documentation that a student's name has been legally changed before the student's recorded legal name may be changed in the student's mandatory permanent student record (official record). When documentation is not provided, CDE states the district should nonetheless update all other school records (unofficial records such as attendance sheets, report cards, and school identification) to reflect the name change. On the other hand, to change a student's gender in the student's official records, CDE states that there is no specific requirement regarding formal documentation or process that a district should review or require in determining the gender to be recorded in the official records. Pursuant to Education Code 49061, only a parent/guardian may authorize a change to a student's gender in the student's official record. The district should consult legal counsel in developing a policy in this regard.

5. Student Records: Upon each student's enrollment, the district is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name.

   A student's legal name as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. A student's gender as entered on the student's official record required pursuant to 5 CCR 432 shall only be changed with written authorization of a parent/guardian having legal custody of the student. (Education Code 49061)

   However, when proper documentation or authorization, as applicable, is not submitted with a request to change a student's legal name or gender, any change to the student's record shall be limited to the student's unofficial records such as attendance sheets, report cards, and school identification.

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

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 432	Student records
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
Ed. Code 17585	School modernization project; all-gender restroom
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33353	California Interscholastic Federation; standardized incident form
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900.3	Suspension or expulsion for act of hate violence

Ed. Code 48900.4	Suspension or expulsion for harassment, threats, or intimidation
Ed. Code 48900.5	Suspension; other means of correction
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48907	Exercise of free expression; time, place~~,~~ and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49020-49023	Athletic programs
Ed. Code 49060-49079	Student records
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51500	Prohibited instruction or activity
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11135	Prohibition of discrimination
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
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 106.45~~	~~Grievance process for formal complaints of sexual harassment~~
34 CFR 106.8~~1~~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 110.25	Prohibition of discrimination based on age
34 CFR 99.31	Disclosure of personally identifiable information

42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	**Description**
34 CFR 106.30	Discrimination on the basis of sex; definitions
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)
California Department of Education Publication	California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019
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)
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
U.S DOE, Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD (2013) OCR 09-12-1020, DOJ 169-12C-70
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
U.S. Dept. of Health & Human Services Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, August 2013
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	Enforcement of Title IX of the Education Amendments of 1972 With Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of Bostock v. Clayton County, June 2021
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Addressing Discrimination Against Jewish Students, May 2023

U.S. DOE, Office for Civil Rights Publication	U.S. Department of Education Toolkit: Creating Inclusive and Nondiscriminatory School Environments for LGBTQI+ Students, June 2023
U.S. DOE, Office for Civil Rights Publication	Questions and Answers on the Title IX Regulations on Sexual Harassment, June 2022
U.S. DOE, Office for Civil Rights Publication	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973
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~~	~~Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016~~
Website	CSBA District and County Office of Education Legal Services
Website	First Amendment Center
Website	California Interscholastic Federation (https://www.cifstate.org/landing/index)
Website	California Office of the Attorney General
Website	California Safe Schools Coalition
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Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

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Policy 5145.7: ~~Sexual~~Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 03/01/2012 **| Last Revised Date:** ~~10~~07/01/~~2020~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

CSBA NOTE: Education Code 231.5 and 34 CFR 106.8 **mandate** the district to have written policies on ~~sexual~~sex discrimination and sex-based harassment. The following policy addresses sex discrimination and sex-based harassment ~~by and of~~against students in the school setting. As part of this mandate, the district should also adopt a ~~sexual~~sex discrimination and sex-based harassment policy related to employees; see BP/AR 4119.11/4219.11/4319.11 ~~-~~ ~~Sexual~~ – Sex Discrimination and Sex-Based Harassment and AR 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Moreover, this Board policy and the accompanying administrative regulation reflect the right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with one's gender identity, as specified in Education Code 221.5 and 34 CFR 106.31, as amended by 89 Fed. **Reg.** 33474, and best practices based on existing state and federal law.

Both federal law ~~(~~, Title IX of the Education Amendments of 1972~~)~~ (20 USC 1681-1688; 34 CFR 106.1-106.82~~)~~), and state law (Education Code 220, 231.5~~)~~), prohibit ~~sexual~~sex discrimination, including sex-based harassment and require districts to establish procedures for the prompt and equitable resolution of ~~sexual~~ sex discrimination, including sex-based harassment complaints. 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 ~~is addressed through~~based on the ~~federal Title IX~~ alleged conduct. As such a complaint ~~procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed.~~ may also fall within ~~30026, or~~ the ~~state~~scope of the uniform complaint procedures ~~adopted pursuant to 5 CCR 4600-4670~~ (UCP) as specified in BP/AR 1312.3 – Uniform Complaint Procedures, it is ~~dependent on~~unclear whether ~~the alleged conduct meets~~districts would additionally be required to follow the process specified in BP/AR 1312.3 – Uniform Complaint Procedures. 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 UCP for this purpose. For more ~~stringent federal definition or the state definition of sexual harassment. In order to meet~~information regarding the ~~applicable timelines, in some instances it may be necessary to review a complaint under both~~Title IX grievance procedures ~~concurrently. See the accompanying administrative regulation, BP/AR 1312.3 - Uniform Complaint Procedures, and~~ , see AR 5145.71 ~~-~~ – Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures.

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 discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status.

~~A~~ Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg, 33474, a district can be held liable for civil damages for ~~the sexual~~sex discrimination, including sex-based harassment of students pursuant to Title IX if the district ~~is found to have been "deliberately indifferent" in its response to known sexual~~has knowledge of conduct that reasonably may constitute sex-based harassment~~. Pursuant to 34 CFR 106.30, a district is deliberately indifferent if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.~~ in its education program or activity and does not respond promptly and effectively.

In addition to filing a private civil lawsuit, an alleged victim of ~~sexual~~sex discrimination, including sex-based harassment, may file a complaint with the California Department of Education (CDE) and/or the U.S. Department of Education's Office for Civil Rights (OCR), the federal agency responsible for administrative enforcement of federal laws and regulations that prohibit discrimination in programs and activities that receive federal financial assistance from the U.S. Department of Education.

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from ~~harassment and~~ discrimination~~.~~ and harassment. The Board prohibits~~,~~ at school or at school-sponsored or school-related activities, ~~sexual~~ sex discrimination and sex-based harassment, as defined in the accompanying administrative regulation, targeted at any student, based on the student's actual or perceived sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

CSBA NOTE: Districts are required to prohibit retaliation when a right or privilege secured by ~~anyone. The~~Title IX is interfered with, including when a person reports 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, including peer retaliation, 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) 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to Education Code 220.1, as added by AB 1955 (Ch. 95, Statutes of 2024), a district, including a Governing Board ~~also~~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 ~~reports, files a complaint~~complains or testifies about~~, or otherwise supports a complainant in alleging sexual~~ 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: ~~34 CFR 106.44, as added by 85 Fed.~~ The following two paragraphs relate~~30026, requires the district, when there is actual knowledge of sexual harassment in an education~~

~~program or activity,~~ to ~~respond promptly in a manner that is not unreasonable in light of the known circumstances. 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~~student and employee ~~of an elementary or secondary school.~~ reporting of sex discrimination, including sex-based harassment. It is important to note that ~~a referral~~reporting to law enforcement and/or child protective services does not relieve a school district of its responsibility to investigate ~~the~~a complaint ~~as a matter~~ of sex discrimination, including sex-based harassment.

The district strongly encourages students who feel that they are being or have ~~been sexually harassed~~experienced sex discrimination, including sex-based harassment, on school grounds or at a school-sponsored or school-related activity ~~by another student,~~ or ~~an adult, or who have experienced~~ off-campus ~~sexual harassment that~~when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

CSBA NOTE: 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, requires a district 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 who receives a report or observes an incident of ~~sexual harassment~~ sex discrimination, including sex-based harassment, by or against a student in a district education program or activity shall ~~notify~~report the incident to the Title IX Coordinator~~.~~ within one workday.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ~~AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, 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 5145.71 concurrently meets the requirements of BP/AR 1312.3.~~

~~The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.~~Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

~~CSBA NOTE: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to post the district's written policy on sexual harassment in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.~~

~~Education Code 231.6, as added by AB 543 (Ch. 428, Statutes of 2019), requires districts serving students in grades 9-12 to create a poster that notifies students of the district's sexual harassment policy, and to display it prominently and conspicuously in each bathroom and locker room on campus.~~

~~Education Code 231.5, as amended by AB 543, requires the district to provide a copy of the district's sexual harassment policy as part of any orientation program conducted for new and continuing students.~~

~~Pursuant to 34 CFR 106.8, the district is required to notify students, parents/guardians, employees, and bargaining units of its policy to not discriminate on the basis of sex as well as its complaint procedures and processes, and to post this information in a prominent location on the district's web site and in student and staff handbooks.~~

~~Requirements related to the dissemination of the district's sexual harassment policy and procedures and best practices for reinforcing the policy are addressed in the accompanying administrative regulation.~~

~~The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.~~

~~**Instruction/Information**~~

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, when the Title IX Coordinator 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, if the district has begun grievance procedures or offered an informal resolution process to the respondent, 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.

CSBA NOTE: 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 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.

The Superintendent or designee shall ensure that all district staff are trained regarding the district's sex discrimination and sex-based harassment policy, and that all employees receive training related to their duties under Title IX as specified in Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment. (34 CFR 106.8)

Instruction/Information

CSBA NOTE: Pursuant to Education Code 231.7, as added by AB 1071 (Ch. 65, Statutes of 2023), CDE is required to make available on its website (1) resources on abuse, including sexual, emotional, and physical abuse, and teen dating violence prevention for professional learning purposes, (2) information about local and national hotlines and services for youth experiencing teen dating violence, and (3) other relevant materials for parents/guardians, and other caretakers of students.

The Superintendent or designee shall ensure that all district students receive age-appropriate information on ~~sexual~~sex discrimination and sex-based harassment. Such instruction and information shall include:

1. What acts and behavior constitute ~~sexual~~sex discrimination and sex-based harassment, including the fact that ~~sexual~~sex discrimination and sex-based harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure ~~sexual~~sex discrimination or sex-based harassment under any circumstance

3. Encouragement to report observed incidents of ~~sexual~~sex discrimination and sex-based harassment even when the alleged victim of the discrimination or harassment has not complained

CSBA NOTE: Where ~~sexual~~sex discrimination, or sex-based harassment or violence, occurs in the context of other possible rule violations, students may be reluctant to report ~~sexual harassment or violence.~~ such conduct. For example, a student who ~~is sexually harassed~~experiences sex-based harassment while away from school without permission may be reluctant to file a complaint if the student believes discipline will be imposed for the violation. As such, ~~item~~Item #4 below clarifies that any other rule violation will be addressed separately from the ~~sexual~~sex discrimination and/or sex-based harassment complaint in order to encourage students to report the harassment.

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a ~~sexual~~sex discrimination or sex-based harassment incident will be addressed separately and will not affect the manner in which the ~~sexual~~sex discrimination or sex-based harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every ~~sexual~~sex discrimination and sex-based harassment allegation that involves a student, whether as the complainant, respondent, or victim of the discrimination or harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of ~~sexual~~sex discrimination and/or sex-based harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a ~~sexual~~sex discrimination or sex-based harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of ~~sexual~~sex discrimination or sex-based harassment and/or other students during an investigation

Disciplinary Actions

CSBA NOTE: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for ~~sexual~~sex-based harassment. Education Code 48915(c) requires the Superintendent ~~ordesignee~~or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. ~~See~~For more information regarding suspension and expulsion, see AR 5144.1 - Suspension and Expulsion/Due Process and AR 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities).

When there is an allegation of Title IX sex discrimination, including sex-based harassment, 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, prohibits the district from imposing any disciplinary sanctions against a respondent for the allegedly discriminatory behavior until the grievance procedures are completed.

Upon completion of an investigation of ~~a sexual~~sex discrimination and/or sex-based harassment ~~complaint~~, any student found to have engaged in ~~sexual~~sex discrimination, and/or sex-based harassment or sexual violence, in violation of this policy, shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of ~~a sexual~~sex discrimination and/or sex-based harassment ~~complaint~~, any employee found to have engaged in ~~sexual~~sex discrimination against, and/or sex-based harassment or sexual violence toward, any student, shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

CSBA NOTE: Pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, the district is required to keep the following records for at least seven years: (1) for each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process implemented in accordance with 34 CFR 106.44 or grievance procedures implemented in accordance with 34 CFR 106.45, (2) for each notification the Title IX Coordinator receives of information about conduct that may reasonably constitute sex discrimination under Title IX, actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures, and (3) all materials used to train district employees; the Title IX Coordinator and designees; 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; and any person who facilitates an informal resolution process.

~~In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual~~ The Superintendent or designee shall maintain records in accordance with law, including in accordance with 34 CFR 106.8 as specified in Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and district policies and regulations, of all reported cases of sex-based

harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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 432	Student records
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	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
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Gov. Code 12950.1	Sexual harassment training

Federal	Description
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
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	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	Reese v. Jefferson School District (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
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)
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
~~U.S. DOE, Office for Civil Rights~~California Department of Education Publication	~~Q&A on Campus Sexual Misconduct, September 2017~~California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
~~U.S. DOE, Office for Civil Rights Publication~~	~~Dear Colleague Letter: Title IX Coordinators, April 2015~~
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

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3515.4	Recovery For Property Loss Or Damage
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Policy 5145.7: ~~Sexual~~Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 03/01/2012 **| Last Revised Date:** ~~10~~07/01/~~2020~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

CSBA NOTE: Education Code 231.5 and 34 CFR 106.8 **mandate** the district to have written policies on ~~sexual~~sex discrimination and sex-based harassment. The following policy addresses sex discrimination and sex-based harassment ~~by and of~~against students in the school setting. As part of this mandate, the district should also adopt a ~~sexual~~sex discrimination and sex-based harassment policy related to employees; see BP/AR 4119.11/4219.11/4319.11 ~~-~~ ~~Sexual~~ – Sex Discrimination and Sex-Based Harassment and AR 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Moreover, this Board policy and the accompanying administrative regulation reflect the right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with one's gender identity, as specified in Education Code 221.5 and 34 CFR 106.31, as amended by 89 Fed. **Reg.** 33474, and best practices based on existing state and federal law.

Both federal law ~~(~~, Title IX of the Education Amendments of 1972~~)~~ (20 USC 1681-1688; 34 CFR 106.1-106.82~~)~~), and state law (Education Code 220, 231.5~~)~~), prohibit ~~sexual~~sex discrimination, including sex-based harassment and require districts to establish procedures for the prompt and equitable resolution of ~~sexual~~ sex discrimination, including sex-based harassment complaints. 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 ~~is addressed through~~based on the ~~federal Title IX~~ alleged conduct. As such a complaint ~~procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed.~~ may also fall within ~~30026, or~~ the ~~state~~scope of the uniform complaint procedures ~~adopted pursuant to 5 CCR 4600-4670~~ (UCP) as specified in BP/AR 1312.3 – Uniform Complaint Procedures, it is ~~dependent on~~unclear whether ~~the alleged conduct meets~~districts would additionally be required to follow the process specified in BP/AR 1312.3 – Uniform Complaint Procedures. 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 UCP for this purpose. For more ~~stringent federal definition or the state definition of sexual harassment. In order to meet~~information regarding the ~~applicable timelines, in some instances it may be necessary to review a complaint under both~~Title IX grievance procedures ~~concurrently. See the accompanying administrative regulation, BP/AR 1312.3 - Uniform Complaint Procedures, and~~ , see AR 5145.71 ~~-~~ – Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures.

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 discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status.

~~A~~ Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg, 33474, a district can be held liable for civil damages for ~~the sexual~~sex discrimination, including sex-based harassment of students pursuant to Title IX if the district ~~is found to have been "deliberately indifferent" in its response to known sexual~~has knowledge of conduct that reasonably may constitute sex-based harassment~~. Pursuant to 34 CFR 106.30, a district is deliberately indifferent if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.~~ in its education program or activity and does not respond promptly and effectively.

In addition to filing a private civil lawsuit, an alleged victim of ~~sexual~~sex discrimination, including sex-based harassment, may file a complaint with the California Department of Education (CDE) and/or the U.S. Department of Education's Office for Civil Rights (OCR), the federal agency responsible for administrative enforcement of federal laws and regulations that prohibit discrimination in programs and activities that receive federal financial assistance from the U.S. Department of Education.

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from ~~harassment and~~ discrimination~~.~~ and harassment. The Board prohibits~~,~~ at school or at school-sponsored or school-related activities, ~~sexual~~ sex discrimination and sex-based harassment, as defined in the accompanying administrative regulation, targeted at any student, based on the student's actual or perceived sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

CSBA NOTE: Districts are required to prohibit retaliation when a right or privilege secured by ~~anyone. The~~Title IX is interfered with, including when a person reports 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, including peer retaliation, 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) 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to Education Code 220.1, as added by AB 1955 (Ch. 95, Statutes of 2024), a district, including a Governing Board ~~also~~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 ~~reports, files a complaint~~complains or testifies about~~, or otherwise supports a complainant in alleging sexual~~ 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: ~~34 CFR 106.44, as added by 85 Fed.~~ The following two paragraphs relate~~30026, requires the district, when there is actual knowledge of sexual harassment in an education~~

~~program or activity,~~ to ~~respond promptly in a manner that is not unreasonable in light of the known circumstances. 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~~student and employee ~~of an elementary or secondary school.~~ reporting of sex discrimination, including sex-based harassment. It is important to note that ~~a referral~~reporting to law enforcement and/or child protective services does not relieve a school district of its responsibility to investigate ~~the~~a complaint ~~as a matter~~ of sex discrimination, including sex-based harassment.

The district strongly encourages students who feel that they are being or have ~~been sexually harassed~~experienced sex discrimination, including sex-based harassment, on school grounds or at a school-sponsored or school-related activity ~~by another student,~~ or ~~an adult, or who have experienced~~ off-campus ~~sexual harassment that~~when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

CSBA NOTE: 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, requires a district 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 who receives a report or observes an incident of ~~sexual harassment~~ sex discrimination, including sex-based harassment, by or against a student in a district education program or activity shall ~~notify~~report the incident to the Title IX Coordinator~~.~~ within one workday.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ~~AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, 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 5145.71 concurrently meets the requirements of BP/AR 1312.3.~~

~~The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.~~Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

~~CSBA NOTE: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to post the district's written policy on sexual harassment in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.~~

~~Education Code 231.6, as added by AB 543 (Ch. 428, Statutes of 2019), requires districts serving students in grades 9-12 to create a poster that notifies students of the district's sexual harassment policy, and to display it prominently and conspicuously in each bathroom and locker room on campus.~~

~~Education Code 231.5, as amended by AB 543, requires the district to provide a copy of the district's sexual harassment policy as part of any orientation program conducted for new and continuing students.~~

~~Pursuant to 34 CFR 106.8, the district is required to notify students, parents/guardians, employees, and bargaining units of its policy to not discriminate on the basis of sex as well as its complaint procedures and processes, and to post this information in a prominent location on the district's web site and in student and staff handbooks.~~

~~Requirements related to the dissemination of the district's sexual harassment policy and procedures and best practices for reinforcing the policy are addressed in the accompanying administrative regulation.~~

~~The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.~~

~~**Instruction/Information**~~

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, when the Title IX Coordinator 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, if the district has begun grievance procedures or offered an informal resolution process to the respondent, 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.

CSBA NOTE: 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 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.

The Superintendent or designee shall ensure that all district staff are trained regarding the district's sex discrimination and sex-based harassment policy, and that all employees receive training related to their duties under Title IX as specified in Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment. (34 CFR 106.8)

Instruction/Information

CSBA NOTE: Pursuant to Education Code 231.7, as added by AB 1071 (Ch. 65, Statutes of 2023), CDE is required to make available on its website (1) resources on abuse, including sexual, emotional, and physical abuse, and teen dating violence prevention for professional learning purposes, (2) information about local and national hotlines and services for youth experiencing teen dating violence, and (3) other relevant materials for parents/guardians, and other caretakers of students.

The Superintendent or designee shall ensure that all district students receive age-appropriate information on ~~sexual~~sex discrimination and sex-based harassment. Such instruction and information shall include:

1. What acts and behavior constitute ~~sexual~~sex discrimination and sex-based harassment, including the fact that ~~sexual~~sex discrimination and sex-based harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure ~~sexual~~sex discrimination or sex-based harassment under any circumstance

3. Encouragement to report observed incidents of ~~sexual~~sex discrimination and sex-based harassment even when the alleged victim of the discrimination or harassment has not complained

CSBA NOTE: Where ~~sexual~~sex discrimination, or sex-based harassment or violence, occurs in the context of other possible rule violations, students may be reluctant to report ~~sexual harassment or violence.~~ such conduct. For example, a student who ~~is sexually harassed~~experiences sex-based harassment while away from school without permission may be reluctant to file a complaint if the student believes discipline will be imposed for the violation. As such, ~~item~~Item #4 below clarifies that any other rule violation will be addressed separately from the ~~sexual~~sex discrimination and/or sex-based harassment complaint in order to encourage students to report the harassment.

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a ~~sexual~~sex discrimination or sex-based harassment incident will be addressed separately and will not affect the manner in which the ~~sexual~~sex discrimination or sex-based harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every ~~sexual~~sex discrimination and sex-based harassment allegation that involves a student, whether as the complainant, respondent, or victim of the discrimination or harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of ~~sexual~~sex discrimination and/or sex-based harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a ~~sexual~~sex discrimination or sex-based harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of ~~sexual~~sex discrimination or sex-based harassment and/or other students during an investigation

Disciplinary Actions

CSBA NOTE: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for ~~sexual~~sex-based harassment. Education Code 48915(c) requires the Superintendent ~~ordesignee~~or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. ~~See~~For more information regarding suspension and expulsion, see AR 5144.1 - Suspension and Expulsion/Due Process and AR 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities).

When there is an allegation of Title IX sex discrimination, including sex-based harassment, 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, prohibits the district from imposing any disciplinary sanctions against a respondent for the allegedly discriminatory behavior until the grievance procedures are completed.

Upon completion of an investigation of ~~a sexual~~sex discrimination and/or sex-based harassment ~~complaint~~, any student found to have engaged in ~~sexual~~sex discrimination, and/or sex-based harassment or sexual violence, in violation of this policy, shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of ~~a sexual~~sex discrimination and/or sex-based harassment ~~complaint~~, any employee found to have engaged in ~~sexual~~sex discrimination against, and/or sex-based harassment or sexual violence toward, any student, shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

CSBA NOTE: Pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, the district is required to keep the following records for at least seven years: (1) for each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process implemented in accordance with 34 CFR 106.44 or grievance procedures implemented in accordance with 34 CFR 106.45, (2) for each notification the Title IX Coordinator receives of information about conduct that may reasonably constitute sex discrimination under Title IX, actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures, and (3) all materials used to train district employees; the Title IX Coordinator and designees; 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; and any person who facilitates an informal resolution process.

~~In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual~~ The Superintendent or designee shall maintain records in accordance with law, including in accordance with 34 CFR 106.8 as specified in Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and district policies and regulations, of all reported cases of sex-based

harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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 432	Student records
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	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
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Gov. Code 12950.1	Sexual harassment training

Federal	Description
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
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	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	Reese v. Jefferson School District (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
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)
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
~~U.S. DOE, Office for Civil Rights~~California Department of Education Publication	~~Q&A on Campus Sexual Misconduct, September 2017~~California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
~~U.S. DOE, Office for Civil Rights Publication~~	~~Dear Colleague Letter: Title IX Coordinators, April 2015~~
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
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6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

Regulation 5145.7: ~~Sexual~~Sex Discrimination and Sex-Based Harassment **Status:** ADOPTED

Original Adopted Date: 10/01/2014 **| Last Revised Date:** ~~10~~07/01/~~2020~~2024 **| Last Reviewed Date:** ~~10~~07/01/~~2020~~2024

CSBA NOTE: Education Code 231.5 and Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibit discrimination based on sex, including ~~sexual~~sex-based harassment, and **mandate** that the district adopt and publish complaint procedures. ~~Also~~For more information regarding Title IX complaint procedures, see AR 5145.71 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures.

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.

Definitions

~~CSBA NOTE: 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. For purposes of suspension and expulsion, Education Code 48900.2 defines sexual harassment as conduct, when considered from the perspective of a reasonable person of the same gender as the victim, that is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment for the victim; see AR 5144.1 - Suspension and Expulsion/Due Process. Conduct that meets the federal definition of sexual harassment in 34 CFR 106.30 (i.e., (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) requires investigation and resolution through Title IX regulations; see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.~~CSBA NOTE: 34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that sex discrimination includes discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Those provisions further clarify that sex-based harassment includes harassment on the basis of a sex stereotype, sex characteristic, any of the other specified bases, and when sex-based harassment may create a hostile environment.

Sex discrimination includes treating a student differently with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services based on the student's sex, 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 the student's 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 affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

CSBA NOTE: 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. For purposes of suspension and expulsion, Education Code 48900.2 defines sexual harassment as conduct, when considered from the perspective of a reasonable person of the same gender as the victim, that is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment for the victim; see AR 5144.1 - Suspension and Expulsion/Due Process.

Pursuant to 34 CFR 106.2, as amended by 89 Fed. Reg. 33474, 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 that, based on the totality of the circumstance, 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, or (3) sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2.

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 made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district 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 sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.~~

~~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 student'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 student 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: The following list contains common examples of sexual harassment from the U.S. Department of Education's Office for Civil Rights (OCR) January 2001 Revised Sexual Harassment

Guidance, which has been rescinded, and definitions specified in 5 CCR 4916. Some items on this list have been modified to make them applicable to sex-based harassment in general, not just sexual harassment.

Examples of types of conduct which are prohibited in the district and which may constitute ~~sexual~~sex- based harassment, under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome ~~sexual~~sex-based slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. ~~Sexual~~ Sex-based jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading ~~sexual~~sex-based rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

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 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. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the ~~compliance officer~~Compliance Officer(s) for the district's uniform complaint procedures (UCP).

pursuant to AR 1312.3 - Uniform Complaint Procedures. Districts may modify this regulation 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 individual(s) shall also serve as the ~~Education Amendments of 1972~~Compliance Officer(s) specified in ~~accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR~~Administrative Regulation 1312.3 - Uniform Complaint Procedures~~.~~ and Administrative Regulation 5145.3 – Nondiscrimination/Harassment as the responsible employee(s) to handle student complaints alleging unlawful discrimination, as permitted by law. The Title IX Coordinator(s) may be contacted at:

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)

Notifications

~~The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX 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 students and parents/guardians 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 district's sexual harassment policy and regulation shall:~~

1. ~~Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)~~

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 (CDE) 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 provide notifications and take specified actions to prevent sex discrimination, including sex-based harassment. For more information regarding measures to prevent discrimination, see AR 5145.3 – Nondiscrimination/Harassment.

To prevent unlawful sex discrimination and sex-based harassment 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 5145.3 – Nondiscrimination/Harassment.

In addition to the measures to prevent discrimination specified in Administrative Regulation 5145.3 – Nondiscrimination/Harassment, the Superintendent or designee shall ensure that a copy of the district's sex discrimination and sex-based harassment policy and regulation:

~~2.~~ 1. ~~Be~~ Is displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

CSBA NOTE: Education Code 231.6~~, as added by AB 543 (Ch. 428, Statutes of 2019),~~ requires districts serving students in grades 9-12 to create a poster that notifies students of the district's sexual harassment policy, and to display it, as specified below. The district may partner with local, state, or federal agencies, or nonprofit organizations, for the purposes of the design and content of the poster.

~~3.~~ 2. ~~Be~~ Is summarized on a poster, which shall be prominently and conspicuously displayed in each bathroom and locker room at each schoo~~l~~.

The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report ~~a charge of~~ sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

~~CSBA NOTE: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to post on the district's web site the district's written policy on sexual harassment as well as other state and federal law requirements, in the manner specified below. 34 CFR 106.8 also requires districts that have web sites to prominently display the contact information for the Title IX Coordinator and the district's nondiscrimination policy on its web site.~~

~~3. 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 in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)~~

~~CSBA NOTE: Education Code 231.5, as amended by AB 543, requires the district to provide a copy of the district's sexual harassment policy as part of any orientation program conducted for new and continuing students.~~

~~4. Be~~3. Is provided as part of any orientation program conducted for new and continuing students at the time the student is enrolled or at the beginning of each quarter, semester, or summer session (Education Code 231.5)

~~5.~~ ~~Appear~~4. Appears 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)

6. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)

CSBA NOTE: Education Code 234.6, as added by AB 34, requires a district, starting in the 2020-21 school year, to post the definitions specified below. Also see AR 5145.3 - Nondiscrimination/Harassment for language reflecting this requirement and other notifications related to sex discrimination.

Reporting Complaints Reports and Complaints

CSBA NOTE: The Superintendent or designee shall also post the definitionfollowing paragraph relates to student and employee reporting of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6) sex-based harassment, and should be revised to reflect the district's timeline.

A student or a student's parent/(s)/guardian(s) who believes that the student has been subjected to sexualsex discrimination, including sex-based harassment by another student, an employee, or a third party, in a district program or activity or who has witnessed sexualsex discrimination, including sex-based harassment, is strongly encouraged to report the incident to the district's Title IX Coordinator, a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school dayworkday of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexualsex discrimination or sex-based harassment involving a student shall, within one school dayworkday, report the observation to the principal or Title IX Coordinator. as specified in the accompanying board policy. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexualsex discrimination or sex-based harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints and allegations of sexual harassment by and against students 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 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

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 scope of the UCP as specified in BP/AR 1312.3 – Uniform Complaint Procedures, it is unclear whether districts would additionally be required to follow the process specified in BP/AR 1312.3 – Uniform Complaint Procedures. 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 UCP for this purpose. For more information regarding the Title IX grievance procedures, see AR 5145.71 – Sex Discrimination and Sex-Based Harassment Complaint Procedures.

All complaints and allegations of sex discrimination and sex-based harassment shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

CSBA NOTE: The terms and definitions used below are consistent with California law, case law, and generally accepted terms within academia and in publications issued by state and federal agencies such as CDE and OCR, including provisions in the California Gender Recognition Act that recognize three gender options, female, male, and nonbinary, and define "nonbinary" and other related terms such as "intersex" and "transgender". In addition to consistency with the above, the definition of "gender identity" below is consistent with the Resolution Agreement between the Arcadia Unified School District, OCR, and the U.S. Department of Justice, Civil Rights Division, which defines "gender identity" as "one's internal sense of gender, which may be different from one's assigned sex, and which is consistently and uniformly asserted, or for which there is other evidence that the gender identity is sincerely held as part of the student's core identity."

The following section is also consistent with OCR's fact sheet "Supporting Intersex Students: A Resource for Students, Families, and Educators," issued in October 2021 and CDE's "Update FLASH #158, Guidance for Changing a Student's Gender in CALPADS," which provides guidance on changing a student's gender and/or legal name on the student's mandatory permanent record.

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, regardless of whether that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Intersex student means a student with natural bodily variations in anatomy, hormones,

chromosomes, and other traits that differ from expectations generally associated with female and male bodies.

Nonbinary student means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

Transgender student means a student whose gender identity is different from the gender assigned at birth.

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 discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status.

Starting in the 2025-26 school year through the 2029-2030 school year, Education Code 218.3, as added by AB 5 (Ch. 220, Statutes of 2023), requires a district serving students in any of grades 7-12 to provide at least one hour of training annually to all teachers and certificated employees serving students in grades 7-12 which incorporates CDE's online training curriculum to support lesbian, gay bisexual, transgender, queer, and questioning (LGBTQ+) cultural competency. The district is required to maintain records documenting the date that each employee completed the training and the name of the entity that provided the training; see AR 5145.3 – Nondiscrimination/Harassment.

Pursuant to Education Code 219, as added by SB 857 (Ch. 228, Statutes of 2023), the State Superintendent of Public Instruction has established the LGBTQ+ Statewide Advisory Task Force (LGBTQ+SAT) to identify the needs of LGBTQ+ students and to make recommendations to assist in implementing supportive policies and initiatives including: (1) mental health and feelings of safety and support, (2) inclusive and safe access to school facilities, (3) inclusive instructional material and school curriculum, (4) prevention of, response to, and oversight of, bullying and harassment to determine the effectiveness of policies and programs, and (5) inclusive participation in school activities. For more information on the LGBTQ+SAT, see CDE's website.

Districts with questions about the rights of transgender and gender-nonconforming students should consult CSBA's District and County Office of Education Legal Services or district legal counsel. For more information on the rights of transgender students, see CSBA's, "Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools."

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, sex stereotypes, sex characteristics, sexual orientation, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct that are prohibited in the district and which may constitute sex-based hostile environment harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity

2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's gender identity to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Assaulting a student because of the student's gender, sex characteristic, sexual orientation, gender identity, or gender expression

To ensure that intersex, nonbinary, transgender, and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

CSBA NOTE: Timelines included in Items #1-2 below may be modified to reflect district practice.

Pursuant to state and federal law, a district has the responsibility to ensure a safe, nondiscriminatory school environment for all students and equal access to the educational program for intersex, nonbinary, transgender, or gender non-conforming students. As part of its obligation, the district must keep a student's private information, including a student's gender, gender identity, or gender expression, confidential. CDE's "School Success and Opportunity Act (Assembly Bill 1266) Frequently Asked Questions," available on its website, references a transgender student's informational privacy right under Article I, Section I of the California Constitution as protecting the student's gender identity from disclosure. However, CDE specifies that, pursuant to 34 CFR 99.36, disclosure of such information to appropriate parties is permitted in connection with an emergency, as necessary to protect the health or safety of the student or other individuals.

Education Code 220.3 and 220.5, as added by AB 1955 (Ch. 95, Statutes of 2024), clarify that under existing law a district, including a Governing Board member, may not require an employee or contractor to disclose any information related to a student's sexual orientation, gender identity, or gender expression to any other person, or enact or enforce any policy, rule, or administrative regulation that would require the same, without the student's consent unless otherwise required by state or federal law.

Therefore, a district is required to take measures such as those specified in the following paragraph, to prevent unintentional release of students' private information and should contact CSBA's District and County Office of Education Legal Services or district legal counsel before disclosing a student's gender identity without the student's consent.

1. Right to privacy: A student's intersex, nonbinary, transgender, or gender-nonconforming status is the student's private information

The district shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record.

The district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. (Education Code 220.3, 220.5; 34 CFR 99.31, 99.36)

The district shall only allow disclosure of a student's personally identifiable information to employees in accordance with law. Any district employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the Compliance Officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the Compliance Officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the Compliance Officer may discuss with the student any need to disclose the student's intersex, nonbinary, transgender, or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and request assistance in doing so.

2. Determining a Student's Gender Identity: The Compliance Officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose

3. Addressing a Student's Transition Needs: The Compliance Officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained

The meeting shall discuss the intersex, nonbinary, transgender, or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

CSBA NOTE: Pursuant to Education Code 221.5, a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on the student's educational records. Additionally, 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 person's gender identity subjects a person to more than de minimis harm on the basis of sex. In commentary accompanying the Final Rule, the U.S. Department of Education (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.

Beginning July 1, 2026, Education Code 35292.5, as amended by SB 760 (Ch. 227, Statutes of 2023), requires each school maintaining any of grades 1-12 with more than one female student restroom and more than one male student restroom to provide and maintain at least one all-gender restroom for student use that meets the requirements of law.

For more information on the rights of transgender students, see CSBA's updated, "Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools."

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity

To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is intersex, nonbinary, transgender, or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

Beginning July 1, 2026, each school shall provide and maintain at least one all-gender restroom for student use that meets the requirements of Education Code 35292.5.

CSBA NOTE: Education Code 49062.5 and 49070 require districts to update a former student's records to change the student's name and/or gender as specified below. See AR 5125 - Student

Records. Pursuant to 5 CCR 432, a district is required to maintain for each student a mandatory permanent student record that includes the student's legal name, sex, and other specified details. While 5 CCR 4910 refers to "sex" as the "biological condition or quality of being a female or male human being," it also defines "gender" to mean "sex," which includes "a person's gender identity and gender related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth." When responding to a request to change the gender or legal name of intersex, nonbinary, transgender, or gender non-conforming students, districts should be mindful of laws prohibiting gender-based discrimination. In "Update FLASH #158, Guidance for Changing a Student's Gender in CALPADS," CDE distinguishes the process for updating a student's legal name from the process for updating a student's gender. According to CDE, a district must receive formal documentation that a student's name has been legally changed before the student's recorded legal name may be changed in the student's mandatory permanent student record (official record). When documentation is not provided, CDE states the district should nonetheless update all other school records (unofficial records such as attendance sheets, report cards, and school identification) to reflect the name change. On the other hand, to change a student's gender in the student's official records, CDE states that there is no specific requirement regarding formal documentation or process that a district should review or require in determining the gender to be recorded in the official records. Pursuant to Education Code 49061, only a parent/guardian may authorize a change to a student's gender in the student's official record. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel in developing a policy in this regard.

5. Student Records: Upon each student's enrollment, the district is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name

   A student's legal name as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. A student's gender as entered on the student's official record required pursuant to 5 CCR 432 shall only be changed with written authorization of a parent/guardian having legal custody of the student. (Education Code 49061)

   However, when proper documentation or authorization, as applicable, is not submitted with a request to change a student's legal name or gender, any change to the student's record shall be limited to the student's unofficial records such as attendance sheets, report cards, and school identification.

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record

   However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying board policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site

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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 432	Student records
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	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
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Gov. Code 12950.1	Sexual harassment training

Federal	Description
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
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	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	Reese v. Jefferson School District (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
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)
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
~~U.S. DOE, Office for Civil Rights~~California Department of Education Publication	~~Q&A on Campus Sexual Misconduct, September 2017~~California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
~~U.S. DOE, Office for Civil Rights Publication~~	~~Dear Colleague Letter: Title IX Coordinators, April 2015~~
Website	CSBA District and County Office of Education Legal Services

Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
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
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4119.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4119.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4131	Staff Development

4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4219.11	Sex Discrimination and ~~Sexual~~Sex Harassment
4219.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4317.7	Employment Status Reports
4319.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4319.11	Sex Discrimination and ~~Sexual~~Sex-Based Harassment
4319.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline

5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.71	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

Regulation 5145.71: 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 that does not meet this definition should be addressed through the district's uniform complaint procedures (UCP); see BP/AR 1312.3 - Uniform Complaint Procedures.~~

~~34 CFR 106.44 requires the district, when there is actual knowledge of sexual harassment in an education program or activity, 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 the district. 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.~~

~~See BP/AR 5145.7 - Sexual Harassment for information about prohibited conduct, student instruction, 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 and federal law. 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 1312.3 – Uniform Complaint Procedures, it is unclear whether districts would additionally be required to follow the procedures specified in AR 1312.3 – Uniform Complaint Procedures. 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 procedures specified in AR 1312.3 – Uniform Complaint Procedures for this purpose.

See AR 1312.3 – Uniform Complaint Procedures. Also see AR 5145.3 Nondiscrimination/Harassment and BP/AR 5145.7 – Sex Discrimination and Sex-Based Harassment for information about prohibited conduct, training and instruction, 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 student, while in an education program or activity ~~in which a district school exercises substantial control over the context and respondent~~, was subjected to ~~one~~conduct on or ~~more~~after August 1, 2024, including, but not limited to, conduct that is under the authority of the ~~following forms of sexual~~district, that constitutes sex discrimination, including sex-based harassment~~:~~ ~~(34 CFR 106.30, 106.44)~~ . 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 the student'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 student 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 brought by or on behalf of students shall be investigated and resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. 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 BP/AR 1312.3 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 BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.~~

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 5145.7 - 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 either party 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 (IDEA) or Section 504 of the Rehabilitation Act of 1973.

~~**Reporting Allegations/Filing a Formal Complaint**~~**Filing a Complaint**

Upon receiving information from an allegation of sex discrimination, include 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 106.21)

Complaints of sex discrimination and sex-based harassment may only be brought by a student, or former student, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, a parent/guardian or other authorized legal representative with the legal right to act on behalf of the student, 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 5145.7 - 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 and activities. In such cases, the alleged victim must receive notices as required by the Title IX regulations at specific points in the complaint process.

~~A student 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 information 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 ~~or the student's parent/guardian may submit a report of sexual~~, would occur if a complaint is not initiated

4. The severity of the alleged sex discrimination or sex-based harassment ~~to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school~~, 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~~, who shall forward~~ of the ~~report~~district

6. The scope of the alleged sex discrimination, including information 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 district could end the 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.~~ ~~(34 CFR 106.44)~~

~~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, by mail, by email, or by any other method authorized by the district.~~ ~~(34 CFR 106.30)~~may initiate 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 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 notices as required by the Title IX regulations at specific points in the complaint process.~~

~~The Title IX Coordinator, investigator, decision-maker, 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.~~ ~~(34 CFR 106.45)~~

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, the Title IX Coordinator or designee is required to take the steps described below upon initiating a complaint.

If the Title IX Coordinator initiates a complaint, 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 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, 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 106.8. (34 CFR 106.44)

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.

The Title IX Coordinator shall monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, 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 as described below. Pursuant to 34 CFR 106.2, as amended by 89 Fed. Reg. 33474, "supportive measures" are defined as individualized measures offered as appropriate, reasonably available and without unreasonably burdening a complainant or respondent, not for punitive or 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 sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, 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 supportive measures. (34 CFR 106.30)~~

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-related adjustments; 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 schedules; mutual restrictions on contact; changes in class locations; increased security; monitoring of certain areas of the campus; 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 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 from School

~~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 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 requires that a student should not be "disciplined" prior to a finding being made pursuant to the grievance process established by 34 CFR 106.45. Due to this inconsistency in state and federal law, districts are advised to consult legal counsel as to the manner of imposing an emergency removal.~~

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 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 not be "disciplined" prior to a finding being made pursuant to the Title IX grievance process. Due to this inconsistency in state and federal law, districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel as to the manner of imposing an emergency removal.

A student shall not be disciplined for alleged ~~sexual~~sex discrimination, including sex-based harassment, under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a 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~~IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

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)

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 enrolled or 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 BP/AR 1312.3 - Uniform Complaint Procedures as applicable.~~

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 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 Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

~~CSBA NOTE: As part of an informal resolution, the parties may agree upon discipline, including suspension or expulsion, without the need for an investigation (Analysis of Comments and Changes, 85 Fed. Reg. 30026, pages 30232, 30406-30407). This is an exception to the general rule provided in 34 CFR 106.44 which prohibits the district from imposing discipline on a respondent for sexual~~

~~harassment until the full investigation process is complete. Also see the section "Stipulated Expulsion" in AR 5144.1 - Suspension and Expulsion/Due 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, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel when drafting informal resolution agreements.

~~When a formal complaint of sexual~~At any time prior to determining whether sex discrimination, including sex-based harassment ~~is filed~~, 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 Tite IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, ~~at any time prior to reaching a determination regarding responsibility.~~ 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 ~~adjudication~~determination of a complaint as a ~~formal complaint.~~ ~~(34 CFR 106.45~~condition of participation in the district's education program or activity, 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 106.45~~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

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

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 a formal complaint is filed, the Title IX Coordinator~~ If the district initiates a formal 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 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.~~

   ~~2.~~ 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

~~3.~~ 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~~

~~4.~~ 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

~~5.~~4. ~~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. Provide an equal opportunity for the parties to present ~~witnesses, including fact and expert~~fact witnesses, and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible

2. ~~Not~~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. 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. ~~Questions and~~ 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. 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.

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.

~~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. The following paragraph specifies a 60-day period in order to align with the requirements of the UCP which are simultaneously triggered when a complaint of sexual harassment is received. Districts may revise the following paragraph to include a different timeline as long as it would satisfy the requirement to act promptly.~~

~~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. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (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.~~

~~CSBA NOTE: 5 CCR 4632-4633 provide that complainants may appeal to CDE if they disagree with the district's decision on any matter within the scope of the UCP. As amended by Register 2020, No. 21, 5 CCR 4632 changes the timeline for filing an appeal with CDE from 15 calendar days to 30 calendar days.~~

~~The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.~~

Appeal of the Decision

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 related to other discrimination complaints, such as AR 1312.3 – Uniform Complaint Procedures and AR 4030 – Nondiscrimination in Employment. The district may revise the following section to reflect applicable timelines and appeals 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.

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 permit a final appeal to the Governing Board using a process that is in accordance with law and otherwise consistent with the appeal process as specified in Administrative Regulation 1312.3 – Uniform Complaint Procedures.

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.

~~CSBA NOTE: The following paragraph is consistent with requirements under Education Code 262.3, 5 CCR 4622, and the California Department of Education's Federal Program Monitoring instrument to provide notice regarding civil law remedies in the annual UCP notice and in the final written decision in the UCP process.~~

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.

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 described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary actions; 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)

Corrective/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)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for ~~sexual~~sex discrimination and/or sex-based harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

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)

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~~4270	Prohibition of discrimination on the basis of sex
Ed. Code 200-262.4	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 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
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	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
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	Reese v. Jefferson School District (2001, 9th Cir.) 208 F.3d 736
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 ~~May 19, 2020, Vol. 85, No. 97, pages 30026-30579~~ 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)
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014 (https://www.csba.org/~/media/E68E16A652D34EADA2BFDCD9668B1C8F.ashx)
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011 (https://www.csba.org/GovernanceAndPolicyResources/ConditionsOfChildren/~/~/media/722EF232A117447F9711112F75FBC212.ashx)

U.S. DOE, Office for Civil Rights	Sexual Harassment: It's Not Academic, September 2008 (https://www2.ed.gov/about/offices/list/ocr/docs/ocrshpam.html)
~~U.S. DOE, Office for Civil Rights Publication~~	~~Q&A on Campus Sexual Misconduct, September 2017~~
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001 (https://www2.ed.gov/about/offices/list/ocr/docs/shguide.pdf)
~~U.S. DOE, Office for Civil Rights Publication~~	~~Dear Colleague Letter: Title IX Coordinators, April 2015~~
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016 (https://www2.ed.gov/about/offices/list/oese/oshs/emergingpractices.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
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
0410	Nondiscrimination In District Programs And Activities
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
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records
4030	Nondiscrimination in Employment
4117.7	Employment Status Reports

4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
5030	Student Wellness
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6159	Individualized Education Program
6159	Individualized Education Program
6164.5	Student Success Teams

6164.5 Student Success Teams

6164.6 Identification And Education Under Section 504

6164.6 Identification And Education Under Section 504

Exhibit 5145.71-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, as amended by 89 Fed. Reg. 33474, requires the district to provide notice to students ~~and~~, parents/guardians ~~of its~~, or other authorized legal representatives of elementary and secondary school students, 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 the U.S. Department of Education, Office of Civil Rights; the Title IX Coordinator's contact information; how to locate the district's policy prohibiting ~~sexual~~sex discrimination, including sex-based harassment ~~and its~~; the district's grievance procedures that provide for the prompt and equitable resolution of ~~sexual~~sex discrimination, including 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 ~~and may be modified to reflect district practice. For a sample notice for employees, bargaining units, and applicants for employment, see E 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.~~.

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 students, parents/guardians, or other authorized legal representative of students. 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 ~~must~~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 ~~Title IX Coordinator's contact information on its web site and in any handbook for students or parents/guardians. In addition~~website location of the notice ofnondiscrimination.

Additionally, state law~~,~~ (Education Code 231.5, 231.6, 234.6, and 48980), ~~requires~~ require distribution of the district's sexual harassment policy through the parental notification at the beginning of the school year, in any orientation program for new and continuing students, in any publication of rules of student conduct, and by posting the policy on the district's ~~web site,~~website, displaying prominently in school offices, and in a poster displayed in locker rooms and bathrooms.

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 students at all grade levels, and their parents/guardians or other authorized legal representative:

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 student 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~~ – 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:

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)

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~~students, parents/guardians, or other authorized legal representatives of students, 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 harassment, 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 5145.7 ~~- Sexual~~ – Sex

Discrimination and Sex-Based Harassment and ~~AR~~Administrative Regulation 5145.71 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures on the district's ~~web site~~website at https://www.sysdschools.org/

To inspect or obtain a copy of the district's ~~sexual~~sex discrimination and sex-based harassment policies and administrative regulations, please contact: Pupil Services Department at 619-428-4476.

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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Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-~~262.4~~270	Prohibition of discrimination on the basis of sex
Ed. Code 200-262.4	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
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20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

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
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Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
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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
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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 ~~May 19, 2020, Vol. 85, No. 97, pages 30026-30579~~ 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)
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014 (https://www.csba.org/~/media/E68E16A652D34EADA2BFDCD9668B1C8F.ashx)

CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011 (https://www.csba.org/GovernanceAndPolicyResources/ConditionsOfChildren/~/~/media/722EF232A117447F9711112F75FBC212.ashx)
U.S. DOE, Office for Civil Rights	Sexual Harassment: It's Not Academic, September 2008 (https://www2.ed.gov/about/offices/list/ocr/docs/ocrshpam.html)
~~U.S. DOE, Office for Civil Rights Publication~~	~~Q&A on Campus Sexual Misconduct, September 2017~~
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001 (https://www2.ed.gov/about/offices/list/ocr/docs/shguide.pdf)
~~U.S. DOE, Office for Civil Rights Publication~~	~~Dear Colleague Letter: Title IX Coordinators, April 2015~~
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016 (https://www2.ed.gov/about/offices/list/oese/oshs/emergingpractices.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
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
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1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
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3552	Summer Meal Program
3552	Summer Meal Program

3580	District Records
3580	District Records
4030	Nondiscrimination in Employment
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
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4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
5030	Student Wellness
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
6145	Extracurricular And Cocurricular Activities

6145	Extracurricular And Cocurricular Activities
6159	Individualized Education Program
6159	Individualized Education Program
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Policy 5146: Married/Pregnant/Parenting Students

Status: ADOPTED

Original Adopted Date: 12/01/2013 **| Last Revised Date:** ~~12~~07/01/~~2018~~2024 **| Last Reviewed Date:** ~~12~~07/01/~~2018~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice.

Pursuant to Education Code 48410, students may be exempted from compulsory attendance in continuing education classes if they must render personal services to a dependent. See AR 5112.1 - Exemptions from Attendance.

The Governing Board recognizes that responsibilities ~~related~~pertaining to marriage, pregnancy, or parenting ~~and~~, including related ~~responsibilities~~obligations, medical conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board ~~therefore~~ desires to ~~support~~minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students ~~to continue~~in their continued education, assisting them to attain strong academic and parenting skills, and ~~promote~~promoting the healthy development of their ~~children.~~child(ren).

CSBA NOTE: Pursuant to Education Code 221.51, ~~as added by AB 2289 (Ch. 942, Statutes of 2018), codifies federal and state regulations that prohibit~~ districts are prohibited from applying any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex~~.~~, or from excluding or denying any student from any educational program or activity, including extracurricular activity, solely on the basis of a student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery from such conditions. Additionally, 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474, prohibits discrimination on the basis of sex in the district's education program or activity, including current, potential, or past pregnancy, childbirth, termination of pregnancy, or lactation, and related medical conditions or recovery, and parental, marital, and family status; see BP/AR 5145.7 – Sex Discrimination and Sex-Based Harassment.

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's current, potential, or past pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or recovery. In addition, the district shall not adopt any rule concerning a student's actual ~~or~~, potential, or past parental, family, or marital status that discriminates against and/or treats ~~students~~a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

CSBA NOTE: Education Code 222.5~~, as added by AB 2289,~~ requires the following annual notifications.

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available ~~to them~~ under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

CSBA NOTE: Pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, when a student or a person who has a legal right to act on behalf of a student, informs any employee of the student's pregnancy or related conditions, the employee is required to provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity.

Any employee who is informed by a student, or a person who has a legal right to act on behalf of a student, of a student's pregnancy or related conditions shall provide that person with the Title IX Coordinator's contact information and inform the person that the Title IX Coordinator can coordinate specific acts to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity. (34 CFR 106.8)

CSBA NOTE: Pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, once notified of a student's pregnancy or related conditions, the district is required to take specified actions, as described below, to protect the student against sex discrimination.

When notified of a student's pregnancy or related conditions, the Title IX Coordinator shall provide the student, and if applicable the person who has a legal right to act on behalf of the student and who notified the Title IX Coordinator of the student's pregnancy or related conditions, with the district's notice of nondiscrimination, as specified in Administrative Regulation 5145.3 – Nondiscrimination/Harassment and Exhibit (1) 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. The Title IX Coordinator shall also coordinate actions specified in 34 CFR 106.40 to prevent discrimination against, and ensure equal access to, the student, including the following: (34 CFR 106.44)

1. Notifying the student that the district is required to not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions

   However, a student's voluntary participation in a separate portion of the district's education program or activity does not constitute prohibited discrimination if the district ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

2. To the extent consistent with 34 CFR 106.40(b)(3), ensuring that pregnancy or related conditions are treated in the same manner and under the same policies as any other temporary medical condition with respect to any medical or hospital benefit, service, plan, or policy the district administers, operates, offers, or participates in with respect to students admitted to the district's education program or activity

3. Informing the student that the district may not require the student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is necessary for participation in the class, program, or extracurricular activity; the district requires such certification of all participating students; and, the information obtained is not used as a basis for Title IX discrimination

CSBA NOTE: Pursuant to Family Code 7002, any person under the age of 18 years who enters into a valid marriage is an emancipated minor and therefore has the same rights as an adult. Such rights include, but are not limited to, those related to the verification of student absences (see AR 5113 - Absences and Excuses), application for a work permit (see AR 5113.2 - Work Permits), and access to student records (see AR 5125 - Student Records).

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years ~~old~~of age or older, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

CSBA NOTE: Both federal law (34 CFR 106.40) and state law (Education Code 221.51; 5 CCR 4950) prohibit districts from requiring a student to take a course or participate in a separate program or school for pregnant and parenting students. When students voluntarily participate in such alternative programs, federal law requires that the alternative program be "comparable" to the regular education program, and state law requires that the program be "equal" to the regular education program. The following paragraph reflects the state standard which is more stringent and thus would prevail.

~~The California Women's Law Center, in Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, describes the difficulty in ensuring that alternative programs are comparable or equal to the regular education program, and cites factors that districts should consider. Such factors may include, but are not limited to, the educational benefits provided (i.e., quality, range, and content of curriculum and other services; quality and availability of instructional materials and technology); extracurricular offerings; staff qualifications; geographic accessibility; and the quality, accessibility, and availability of facilities and resources. Because of the difficulty in meeting this standard, the California Women's Law Center cautions that districts must ensure that pregnant students are not pushed or lured into alternative programs through either overt or subtle practices.~~

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

CSBA NOTE: Education Code 221.51~~, as added by AB 2289,~~ authorizes districts to require certification by a physician or nurse practitioner that a student is physically and emotionally able to participate in the regular education program or activity. ~~However~~However, 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, prohibits districts from requiring a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is necessary for participation in the class, program, or extracurricular activity; the district requires such certification of all participating students; and, the information obtained is not used as a basis for sex

discrimination. Additionally, Education Code 221.51 and 34 CFR 106.40 require that pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related ~~recovery~~conditions be treated in the same manner as any other temporary disabling condition. Thus, the district cannot require a student who is pregnant ~~student~~or has related conditions to provide a physician's note to participate in physical education classes unless the certified level of physical ability is necessary for participation and such certification is required of all students ~~with temporary medical conditions, but a~~. A student who is pregnant ~~student~~or who has related conditions who cannot accomplish the requirements of the regular physical education curriculum may be offered ~~an alternative physical education curriculum.~~accommodations, as specified in "Accommodations" below, or voluntary access to a comparable program, as described above. Education Code 48206.3 defines a "temporary disability" as a physical, mental, or emotional disability after which the student can reasonably be expected to return to regular day classes or an alternative education program; see AR 6183 - Home and Hospital Instruction.

~~If required for students with any other temporary disabling condition, the~~The Superintendent or designee ~~may~~shall not require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the ~~regular~~district's education program or activity, including an extracurricular activity, unless the certified level of physical ability is necessary for participation and such certification is required of all students. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

CSBA NOTE: Items #1-7 below are optional and may be revised to reflect district practice.

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

CSBA NOTE: The district may choose to offer child care and development services as an incentive to encourage the school attendance of parenting students, as provided in ~~item~~Item #1 below. ~~Child~~For more information about child care and development services ~~are subject to applicable sections of Education Code 8200-8498 and the health and safety requirements of 22 CCR 101151-101239.2 and 101351-101439.1;~~, see BP/AR 5148 - Child Care and Development.

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

2. Parenting education and life skills instruction

CSBA NOTE: The federal Women, Infants, and Children grant program (42 USC 1786; 7 CFR 246.1-246.28) provides funding that may be used for special school nutrition supplements for low-income pregnant and lactating students as provided in ~~item~~Item #3 below; see the U.S. Department of Agriculture's ~~web site~~website. Education Code 49553 specifies nutritional standards for these special school nutrition supplements.

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

4. Health care services, including prenatal care

CSBA NOTE: Health and Safety Code 104460 requires districts receiving Tobacco-Use Prevention Education funds to provide access to tobacco-use prevention and intervention services to pregnant and parenting students; see AR 5131.62 - Tobacco.

5. Tobacco, alcohol, and/or drug prevention and intervention services

6. Academic and personal counseling

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

CSBA NOTE: Education Code 48205~~, as amended by AB 2289,~~ authorizes an excused absence without a note from a physician for a parenting student to care for a sick child. ~~Also~~For more information regarding excused absences, see AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

Parental Leave

CSBA NOTE: Education Code 46015~~, as added by AB 2289,~~ provides that a pregnant or parenting student is entitled to eight weeks of parental leave, or longer if deemed medically necessary by the student's physician. Pursuant to Education Code 46015, the student's failure to notify the school as required below does not abridge the student's rights. Additionally, 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, requires the district to allow a student who is pregnant or who has related conditions to voluntarily take a leave of absence to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. If the district has a leave policy that allows for a greater period of time than the medically necessary period, and the student qualifies for leave under such policy, the district is required to permit the student to take leave under that policy.

A student who is pregnant or parenting ~~student~~, or has a related condition, shall be entitled to ~~eight weeks of~~ parental leave in order to protect the health of the student ~~who gives or expects to give birth and~~ and/or the infant, and to allow the ~~pregnant or parenting~~ student to care for and bond with the infant. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider, or, if the district has a leave policy for which the student qualifies, the amount of time provided for in such policy. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. ~~The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician.~~ (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015; 34 CFR 106.40)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. AA student who is pregnant or parenting student, or has related conditions, shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

CSBA NOTE: Pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, when a student returns to school after taking parental leave, the district is required to reinstate the student to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began.

Following the leave, a pregnant or parenting student Following the leave, a student who is pregnant or parenting, or has related conditions, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. (Education Code 46015; 34 CFR 106.40)

Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

Accommodations

CSBA NOTE: According to the U.S. Department of Education (USDOE) pamphlet Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, when necessary to ensure a pregnant student's access to the educational program, the district must make adjustments to the regular program that are reasonable and responsive to the student's pregnancy status. Examples in the USDOE pamphlet include providing a larger desk, allowing frequent trips to the restroom, or permitting temporary access to elevators as necessary. Pursuant to 34 CFR 106.40, the school also mustCSBA NOTE: Pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, the district is required to provide reasonable accommodations for students who are pregnant or parenting, or have related conditions, as specified below. Additionally, pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, the school is required to provide any services to pregnant students that it provides to other students with temporary medical conditions, such as at-home instruction or tutoring for students who miss school because of such medical conditions. The USDOE publication lists additional programs and strategies that, although not required by federal law, may assist in addressing the needs of pregnant and parenting students.

When necessary, the district shall provide reasonable accommodations to enable a student who is pregnant or parenting ~~student~~ , or with related conditions, to access the educational program. The district shall consult with the student when identifying potential modifications. Any modification accepted by the student shall be implemented. Any proposed modification that would fundamentally alter the nature of the district's education program or activity shall not be implemented. (34 CFR 106.40)

Reasonable modifications may include, but are not limited to: (34 CFR 106.40)

1. Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom
2. Intermittent absences to attend medical appointments
3. Access to online or homebound education
4. Changes in schedule or course sequence
5. Extensions of time for coursework and rescheduling of tests and examinations
6. Allowing a student to sit or stand, or carry or keep water nearby
7. Counseling
8. Changes in physical space or supplies, such as access to a larger desk or a footrest
9. Elevator access
10. Any other change to policies, practices, or procedures

A student who is pregnant ~~student~~ or who has a related condition shall have access to any services available to other students with temporary ~~disabilities or~~ medical conditions. (34 CFR 106.40)

CSBA NOTE: In addition to lactation accommodations required by state law, 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, requires that a student who is lactating has access to a lactation space other than a bathroom, that is clean, shielded from view, and free from intrusion from others that may be used to express breast milk or breastfeed.

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222; 34 CFR 106.40)

1. Access to a private and secure room, other than a restroom, that is clean, shielded from view, and free from intrusion by others to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

CSBA NOTE: Since a student's current, potential, or past parental, family, or marital status is protected from discrimination pursuant to Title IX and its implementing regulations, as amended by 89 Fed. Reg. 33474, districts are required to follow Title IX grievance procedures when investigating and resolving a complaint based on alleged conduct that occurred on or after August 1, 2024. As such a complaint may also fall within Education Code 46015, ~~as added by AB 2289,~~which authorizes the use of the district's uniform complaint procedures (UCP) established pursuant to 5 CCR 4600-4670 ~~for complaints alleging~~, it is unclear whether districts would additionally be required to follow the ~~district's noncompliance with requirements related to the provision of parental leave or other requirements~~UCP. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education ~~Code 46015~~Legal Services or district legal counsel prior to utilizing the UCP 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.

Any complaint alleging discrimination on the basis of a student's current, potential, or past pregnancy, family, or marital ~~or parental~~ status, district noncompliance with the requirements of Education Code 46015 or 34 CFR 106.40, or district noncompliance with the requirement to provide reasonable accommodations for lactating students, shall be ~~addressed through the district's uniform complaint procedures~~ investigated and resolved in accordance with ~~5 CCR 4600-4670 and BP/AR 1312.3 - Uniform~~the Title IX grievance procedures as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. ~~A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student.~~ (Education Code 222, 46015; 5 CCR 4600- 4670; 34 CFR 106.44, 106.45)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support current, potential, and past married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

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Policy Reference Disclaimer:
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State	Description
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101351-101439.1	Infant care centers

5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4950	Nondiscrimination; marital and parental status
Civ. Code 51	Unruh Civil Rights Act
Ed. Code 221.51	Nondiscrimination; married, pregnant, and parenting students
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 230	Sex discrimination
Ed. Code 46015	Parental leave
Ed. Code 48050	Residents of adjoining states
Ed. Code 48205	Excused absences
Ed. Code 48206.3	Temporary disability; definition
Ed. Code 48220	Compulsory education requirement
Ed. Code 48410	Persons exempted from continuation classes
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49553	Nutrition supplements for pregnant/lactating students
Ed. Code 51220.5	Parenting skills and education
Ed. Code 51745	Independent study
Ed. Code 52610.5	Enrollment of pregnant and parenting students in adult education
Ed. Code 8200-8490	Child Care and Development Services Act
Fam. Code 7002	Description of emancipated minor
H&S Code 104460	Tobacco prevention services for pregnant and parenting students

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
34 CFR 106.40	Marital or parental status
42 USC 1786	Special supplemental nutrition program for women, infants, and children
7 CFR 246.1-246.28	Special supplemental nutrition program for women, infants, and children

Management Resources	**Description**
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)

California Women's Law Center Publication	Pregnant Students and Confidential Medical Services, 2013 (https://www.cwlc.org/dev2019/download/pregnant-students-and-confidential-medical-services/)
~~California Women's Law Center Publication~~	~~Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012~~
California Women's Law Center Publication	The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002 (https://www.cwlc.org/dev2019/download/the-civil-rights-of-pregnant-and-parenting-teens-in-california-schools/)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
U.S. Department of Education Publication	Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. ~~June 2013~~June 2013 (https://www2.ed.gov/about/offices/list/ocr/docs/pregnancy.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)
Website	CSBA District and County Office of Education Legal Services
Website	California Women's Law Center
Website	U.S. Department of Agriculture, Women, Infants, and Children Program
Website	U.S. Department of Education
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
4131	Staff Development

5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5141.25	Availability Of Condoms
5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sex Discrimination and Sex-Based Harassment
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study

6143	Courses Of Study
6158	Independent Study
6158	Independent Study
6164.5	Student Success Teams
6164.5	Student Success Teams
6184	Continuation Education
6184	Continuation Education

Policy 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 11/01/1999 **| Last Revised Date:** ~~03~~06/01/~~2017~~2024 **| Last Reviewed Date:** ~~03~~06/01/~~2017~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice. Pursuant to Education Code 48200, children ages 6-18 years are subject to compulsory, full-time education, except when otherwise exempted.

Verification of absences is necessary for purposes of enforcement of compulsory education laws and for the determination of whether a student is truant. Pursuant to Education Code 48260, students with a valid excused absence are not truant.

For ~~examples of~~ strategies ~~for reducing~~to reduce chronic absences, see BP/AR 5113.1 - Chronic Absence and Truancy and CSBA's ~~policy~~governance brief, ~~Improving Student Achievement by Addressing~~"Seize the Data: Using Chronic Absence~~.~~ Data to Drive Student Engagement." For information about the impact of absences on a student's grades, see BP 5121 - Grades/Evaluation of Student Achievement.

The Governing Board believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

~~Absence~~In accordance with law, Board policy, and administrative regulation, absence from school shall be excused only for health reasons, family emergencies, and justifiable personal reasons~~, as permitted by law, Board policy, and administrative regulation.~~ (as specified in Education Code 48205~~)~~, and work in the entertainment or allied industry as permitted pursuant to Education Code 48225.5.

CSBA NOTE: When a student has an excused absence pursuant to Education Code 48205 or 48225.5, teachers are required to provide equivalent assignments and tests, as described below. While teachers are not required to do so for other excused absences, the following language extends this requirement to all excused absences for fairness, and to maintain student engagement in the educational program. Districts may modify the following paragraph to reflect that it only applies to excused absences pursuant to Education Code 48205 and 48225.5.

When a student's absence from school is excused, the student's teacher shall determine identical or reasonably equivalent assignments and tests to those missed during the absence which the student shall be permitted to complete for full credit within a reasonable amount of time as determined by the teacher. (Education Code 48205, 48225.5)

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 46014, districts, with the written consent of the student's parent/guardian, may excuse a student from school in order to participate in religious exercises or instruction. In order for the district to receive average

daily attendance funding for such absences, the Governing Board ~~must~~is required to first adopt a resolution permitting an excused absence for this purpose. The Board is also mandated to adopt regulations governing students' attendance at such exercises or instruction and the reporting of these absences; see the accompanying administrative regulation.

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation. (Education Code 46014)

Inasmuch as school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

CSBA NOTE: Pursuant to Education Code 46010.1 and the California Supreme Court in American *Academy of Pediatrics et al v. Lungren et al.*, minor students do not need parent/guardian consent to obtain confidential medical services, and schools are authorized to excuse a student from school to obtain such services.

Students shall not be absent from school without their parents/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

CSBA NOTE: 5 CCR 421 requires the Board to approve reasonable methods for verifying student absences due to illness or quarantine. See the accompanying administrative regulation for examples of methods of verification.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

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State	Description
5 CCR 306	Explanation of absence
5 CCR 420-~~421~~424	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance
Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	Attendance records

Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18; compulsory full-time attendance
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930	Consent by minor for medical treatment
W&I Code 11253.5	Compulsory school attendance; eligibility for aid
W&I Code 601-601.5	Habitually truant minors

Management Resources	**Description**
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	~~Improving Student Achievement by Addressing~~Seize the Data: Using Chronic Absence~~, Policy Brief, December 2010~~ Data to Drive Student Engagement, March 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/Attendance-Brief-2024.ashx)
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.33	Head Lice

5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** ~~03~~06/01/~~2023~~2024 | **Last Reviewed Date:** ~~03~~06/01/~~2023~~2024

Excused Absences

CSBA NOTE: Items #1-~~16~~17 below reflect absences that are authorized by law to be considered as excused absences for purposes of enforcing the compulsory state attendance laws. Pursuant to Education Code 48205, absences specified in Items #1-~~12~~13, although excused for purposes of enforcing compulsory state attendance laws, are considered absences in computing average daily attendance and do not generate state apportionment payments.

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health~~.~~ (Education Code 48205)

2. Quarantine under the direction of a county or city health officer~~.~~ (Education Code 48205)

3. Medical, dental, optometrical, or chiropractic service or appointment~~.~~ (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 350 (Ch. 601, Statutes of 2023), the district is required to excuse a student's absence for up to five days when the absence is for the purpose of attending funeral services or grieving the death of the student's immediate family or of another person in close association with the student, as specified in Item #4 below.

4. Attendance at funeral services for or grieving the death of a member of the student's immediate family~~. (Education Code 48205)~~

   ~~Such absence shall~~ or, as determined by the student's parent/guardian, a person so closely associated with the student as to be ~~limited to one day if the service is conducted in California or three days if the service is conducted out of state.~~ considered the student's immediate family (Education Code 48205)

   A student may be excused for this reason for up to five days for each incident. (Education Code 48205)

5. Jury duty in the manner provided for by law~~.~~ (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, absence due to the illness or medical appointment of a student's child is counted as an excused absence, and the district is prohibited from requiring a physician's note for such absences. See the section "Method of Verification" below.

6. Illness or medical appointment of a child to whom the student is the custodial parent~~.~~ (Education Code 48205)

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Attendance or appearance ~~Appearance~~ in court

   b. Attendance at a funeral service

   c. Observance of a religious holiday or ceremony

   CSBA NOTE: Pursuant to Education Code 48205, as amended by AB 1503 (Ch. 846, Statutes of 2023), student attendance at a religious retreat may be excused for no more than one school day each semester.

   d. Attendance at religious retreats for no more than ~~four hours per~~one school day each semester

   e. Attendance at an employment conference

   f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302~~.~~ (Education Code 48205)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment~~.~~ (Education Code 48205)

   Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen. (Education Code 48205)

11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 955 (Ch. 921, Statutes of 2022), districts are required to allow an excused absence for middle and high school students one school day per school year for the purpose of engaging in a civic or political event, provided that the student notifies the school in advance. At the discretion of the Superintendent or designee, additional such absences may be permitted.

12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. (Education Code 48205)

Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per each school year (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 350, a student's absence is required to be excused for up to three days when the absence is for the purpose of accessing victim or grief support services or for participating in safety planning as it relates to the death of a student's immediate family member, or of another person in close association with the student, as specified in Item #13 below.

13. When a student's immediate family member or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family has died: (Education Code 48205)

    a. To access services from a victim services organization or agency

    b. To access grief support services

    c. To participate in safety planning or take other actions, including, but not limited to, temporary or permanent relocation, to increase the safety of the student, an immediate family member of the student, or a person determined by the student's parent/guardian to be in such close association with the student as to be considered immediate family.

Such absence shall be excused for not more than three days for each incident. (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 46014, with the written consent of the student's parent/guardian, districts may excuse a student from school in order to participate in religious exercises or instruction.

In order for the district to receive average daily attendance funding for such absences, the Governing Board must first adopt a resolution permitting an excused absence for this purpose and regulations governing students' attendance at religious exercises or instruction and the reporting of such absences.

These regulations should include all of Item #14 below and may be expanded to reflect district practice.

The student must also attend school for at least the minimum school day and not be absent for this purpose on more than four days per school month. Pursuant to Education Code 46112, 46113, 46117, and 46141, unless otherwise provided by law, the minimum school day is generally 180 minutes for kindergarten, 230 minutes for grades 1-3, and 240 minutes for grades 4-12. For further information, see AR 6112 - School Day. ~~These regulations should include all of Item #13 below and may be expanded to reflect district practice.~~

~~13.~~ 14. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination~~.~~ (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in ~~AR~~Administrative Regulation 6112 - School Day, and is not excused from school for this purpose on more than four days ~~per~~each school month. (Education Code 46014)

~~14.~~ 15. ~~Work in the entertainment or allied industry. (Education Code 48225.5)~~For ~~Work for~~ a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days~~.~~ , work in such industry (Education Code 48225.5)

For this purpose, student absence shall be excused for a maximum of up to five absences each ~~per~~ school year. (Education Code 48225.5)

~~15.~~ 16. Participation with a nonprofit performing arts organization in a performance for a public school audience~~.~~ (Education Code 48225.5)

A student may be excused for up to five such absences ~~per~~each school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

~~16.~~ 17. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances~~.~~ (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, ~~brother or sister~~sibling, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

CSBA NOTE: Education Code 48205 prohibits the district from requiring a physician's note for absences due to the illness or medical appointment of the student's child. However, the district is authorized to require verification of other absences. The following section should be revised to reflect district-adopted methods of verification and to specify employee(s) assigned to verify absences.

5 CCR 420-421 provide guidelines for verifying absences due to illness; quarantine; medical, dental, or eye appointments; or attendance at a funeral service of a member of a student's immediate family. 5 CCR 421 authorizes a student's absence to be verified by a school or public health nurse, attendance supervisor, physician, principal, teacher, or any other qualified district employee assigned to make such verification.

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written ~~note, fax, email~~, digital, or ~~voice mail~~audio message from parent/guardian or parent representative~~.~~

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative~~. The employee shall subsequently record the following:~~

   The employee shall subsequently record the following:

   a. Name of student

   b. Name of parent/guardian or parent representative

   c. Name of verifying employee

   d. Date(s) of absence

e. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated~~. The employee shall document the verification and include the information specified in Item #2 above.~~

   The employee shall document the verification and include the information specified in Item #2 above.

4. Physician's verification

CSBA NOTE: The following optional paragraph provides a means of verifying an excuse for confidential medical services without inquiring into the nature of the medical services.

a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment~~.~~

CSBA NOTE: The following optional paragraph provides that, after absences for illness on multiple occasions, the student may be required to bring a note from a physician to verify the illness. If a student does not have access to medical services in order to obtain such verification, the district may assist the student in obtaining the medical consultation if it is required.

b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences~~.~~

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

CSBA NOTE: The requirement in Item #1 below is for use by ~~districts~~any district whose board has adopted a resolution permitting an excused absence for religious instruction or exercises. See the accompanying Board policy and Item #~~13~~14 in the section ~~"~~"Excused Absences~~"~~" above.

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination~~.~~ (Education Code 46014, 48980)

CSBA NOTE: The requirement in Item #2 applies to all districts. Districts that maintain only elementary grades should delete the reference to students in grades 7-12.

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the ~~student's~~student's parent/guardian~~.~~ (Education

Code 46010.1)

3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time~~. Such notice shall include the full text of Education Code 48205.~~ (Education Code 48980)

   Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 306	Explanation of absence
5 CCR 420-~~421~~424	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance
Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	Attendance records
Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18; compulsory full-time attendance
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants

Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930	Consent by minor for medical treatment
W&I Code 11253.5	Compulsory school attendance; eligibility for aid
W&I Code 601-601.5	Habitually truant minors

Management Resources	**Description**
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	~~Improving Student Achievement by Addressing~~Seize the Data: Using Chronic Absence~~, Policy~~ Data to Drive Student Engagement, March 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/Attendance-Brief~~, December 2010~~-2024.ashx)
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan

4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.33	Head Lice
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Policy 5145.6: Parent/Guardian Notifications

Status: ADOPTED

Original Adopted Date: 03/01/2007 **| Last Revised Date:** 06/01/~~2023~~2024 **| Last Reviewed Date:** 06/01/~~2023~~2024

The Governing Board desires to promote effective communication ~~between~~from the district and/or school ~~and the home and~~to families to keep ~~parents/guardians~~families informed regarding educational programs, school operations, and the legal rights of students and ~~their~~ parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote ~~parental~~familial understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is not required. Any signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

CSBA NOTE: The following paragraph applies to notices required for certain federal programs, including, but not necessarily limited to, Title I notices pursuant to 20 USC 6311 and 6312, notices regarding the rights of parents/guardians of students with disabilities pursuant to 34 CFR 300.503 and 300.504, and notices of the educational rights of students experiencing homelessness pursuant to 42 USC 11432. The following paragraph may be revised to reflect district practice.

Notifications shall be presented in an understandable and uniform format ~~and, to the extent practicable, in a language that parents/guardians can understand.~~.

CSBA NOTE: Pursuant to state and federal antidiscrimination laws, including the Americans with Disabilities Act (42 USC 12101; 28 CFR 35) and Section 504 of the Rehabilitation Act of 1973 (29

USC 794), auxiliary aides and services must be provided to qualified individuals with disabilities to enable those individuals to effectively communicate and participate in public programs, services, or activities. For example, for the Medi-Cal Program, the Department of Health Care Services (DHCS), the state agency that administers the program, has issued Policy and Procedure Letters No. 21-017R and No. 23-004, which require districts to develop a plan to meet these alternative format requirements. For more information on the Medi-Cal Program, see AR 5141.6 - School Health Services.

When necessary, the district shall provide notifications to qualified individuals with disabilities in alternative formats, such as braille, large ~~font~~front, or audio recordings, to enable such individuals to effectively participate in any program, service, or activity, as required by law.

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 either language. Education Code 48985 requires the California Department of Education (CDE) to notify districts, by August 1 of each year, of the schools and the languages for which the translation of notices is required based on census data submitted to the CDE in the preceding fiscal year.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

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State	Description
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
22 CCR 101218.1	Child care licensing; parent/guardian rights
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services

5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
Civ. Code 1798.29	District records; breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners; parental consultation
Ed. Code 313.2	Long-term English learner; notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities

Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 35292.6	School maintenance
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 41329	School closures and consolidation
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46015	Accommodations for pregnant and parenting pupils
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization and exclusion from attendance

Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48985.5	Synthetic drug use
Ed. Code 48986	Safe storage of firearms
Ed. Code 48987	Child abuse information

Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record
Ed. Code 49069.7	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
Ed. Code 49392	Threats of homicide at school
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
Ed. Code 49452.6	Type 1 diabetes informational materials
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
Ed. Code 49455.5	Eye examination for purpose of eyeglasses
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49476	Student athletes; opioid fact sheet
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 48980.4	Notice regarding full human papillomavirus (HPV) immunization
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
~~Ed. Code 49557.5~~	~~Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account~~

Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Graduation from high school; exemption for eligible students with special needs
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
Ed. Code 51749.5	Independent study
Ed. Code 51938	HIV/AIDS and sexual health instruction
Ed. Code 52062	Local control and accountability plans and the statewide system of support
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 52242	Advanced placement examination fees
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56366.45	Change in status of a nonpublic, nonsectarian school or agency
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress

Ed. Code 60900.5	Use of CalPADS data
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8483	Before/after school program; enrollment priorities
Ed. Code 8489	Expulsion and suspension procedures in childcare and development services programs
Ed. Code 8489.1	Expulsion and suspension procedures in childcare and development services programs
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of potable water at schools and requirements to remedy
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.8555	Administration of child day care licensing; posting license
H&S Code 1596.857	Right to enter child care facility
H&S Code 1597.16	Licensed child care centers; lead testing
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
W&I Code 10228	Child care providers; posting of rates, discounts, and scholarships

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704	Impact Aid; policies and procedures related to children residing on Indian lands
20 USC 7908	Armed forces recruiter access to students

34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals

Management Resources	**Description**
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service

Cross References

Code	**Description**

0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
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Exhibit 5145.6-E(1): Parent/Guardian Notifications

Status: ADOPTED

Original Adopted Date: 03/01/2018 | **Last Revised Date:** 06/01/~~2023~~2024 | **Last Reviewed Date:** 06/01/~~2023~~2024

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of ~~2022~~ (~~AB~~ ~~178~~2023 (SB 101, Ch. ~~45~~12, Statutes of ~~2022~~2023) extends the suspension of these requirements through the ~~2022-23~~2023-24 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended

CSBA NOTE: The following exhibit lists notices ~~which~~that the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures (UCP) as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual, but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to parents/guardians. Other notices may exist and be identified in the future.

I. Annually

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 222.5; 46015
Board Policy/Administrative Regulation #: See BP 5146
Subject: Rights and options for pregnant and parenting students

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 234.7
Board Policy/Administrative Regulation #: See BP 0410
Subject: Right to a free public education regardless of immigration status or religious beliefs

When to Notify: Beginning of each school year or upon enrollment
Education or Other Legal Code: Education Code 310
Board Policy/Administrative Regulation #: See BP 6142.2, AR 6174
Subject: Information on the district's language acquisition program

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3
Board Policy/Administrative Regulation #: See AR 3514.2
Subject: Use of pesticide products, active ingredients, internet address to access information, and,

if district uses certain pesticides, integrated pest management plan

When to Notify: Annually by February 1
Education or Other Legal Code: Education Code 35256, 35258
Board Policy/Administrative Regulation #: See BP 0510
Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 35291, 48980
Board Policy/Administrative Regulation #: See AR 5144, AR 5144.1
Subject: District and site discipline rules

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 44050
Board Policy/Administrative Regulation #: See BP 4119.21, BP 4219.21, BP 4319.21
Subject: Code of conduct addressing employee interactions with students

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 46010.1
Board Policy/Administrative Regulation #: See AR 5113
Subject: Absence for confidential medical services

When to Notify: Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school
Education or Other Legal Code: Education Code 48929, 48980
Board Policy/Administrative Regulation #: See BP 5116.2
Subject: District policy authorizing transfer

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: Schedule of minimum days and student-free staff development days

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8
Board Policy/Administrative Regulation #: See AR 5145.7
Subject: Copy of sexual harassment policy as related to students; contact information for Title IX coordinator

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 32255-32255.6
Board Policy/Administrative Regulation #: See AR 5145.8
Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301
Board Policy/Administrative Regulation #: See BP 5111.1, AR 5116.1, AR 5117
Subject: All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Governing Board allows such absence
Education or Other Legal Code: Education Code 48980, 46014
Board Policy/Administrative Regulation #: See AR 5113
Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 48205
Board Policy/Administrative Regulation #: See AR 5113, BP 6154
Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 48206.3, 48207, 48208
Board Policy/Administrative Regulation #: See AR 6183
Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49403
Board Policy/Administrative Regulation #: See BP 5141.31
Subject: School immunization program

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49423, 49480
Board Policy/Administrative Regulation #: See AR 5141.21
Subject: Administration of prescribed medication

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49451; 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Right to refuse consent to physical examination

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49471, 49472
Board Policy/Administrative Regulation #: See BP 5143
Subject: Availability of insurance

When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement
Education or Other Legal Code: Education Code 48980, 51225.3
Board Policy/Administrative Regulation #: See AR 6146.1
Subject: How district established graduation requirements do or do not satisfy college entrance A-G course criteria; district's CTE courses that satisfy A-G course criteria

~~When to Notify: Annually~~
When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48985.5
Board Policy/Administrative Regulation #: Not currently in CSBA policy
Subject: The dangers of using synthetic drugs not prescribed by a physician and possibility that such drugs can be found in counterfeit pills

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48986, 49392
Board Policy/Administrative Regulation #: See AR 0450
Subject: Information and laws related to the safe storage of firearms and California's child access prevention laws

When to Notify: Annually (not otherwise specified)
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: See AR 1312.3, BP 0460, BP 3260

Subject: Uniform complaint procedures, available appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063
Board Policy/Administrative Regulation #: See AR 5125, AR 5125.3
Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7
Board Policy/Administrative Regulation #: See AR 5125
Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Release of directory information

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: See AR 6173, AR 6173.1, AR 6173.3, AR 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 newcomer students ~~participating in a newcomer program.~~

When to Notify: Two or more times during the school year
Education or Other Legal Code: Education Code 49428
Board Policy/Administrative Regulation #: See BP 5141.5
Subject: How to access mental health services at school and/or in the community

When to Notify: Beginning of each school year in schools serving students in grades 6-12
Education or Other Legal Code: Education Code 49428.5
Board Policy/Administrative Regulation #: See BP 5141.5
Subject: Distribution of digitized mental health poster online

When to Notify: Annually or upon enrollment in elementary school
Education or Other Legal Code: Education Code 49452.6
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Availability of type 1 diabetes informational materials developed by the California Department of Education

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49520, 48980, 42 USC 1758, 7 CFR 245.5
Board Policy/Administrative Regulation #: See AR 3553
Subject: Eligibility and application process for free and reduced price meals

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 51513, 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022, BP 6162.8
Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify: When developing the local control and accountability plan and during the annual update of the local control and accountability plan (LCAP)
Education or Other Legal Code: Education Code 52062
Board Policy/Administrative Regulation #: See BP 0460
Subject: Opportunity to submit written comments regarding specific actions and expenditures in proposed plan or annual update

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 56301
Board Policy/Administrative Regulation #: See BP 6164.4
Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 58501, 48980
Board Policy/Administrative Regulation #: See AR 6181
Subject: Alternative schools

When/Whom to Notify: Annually (not otherwise specified)
Education or Other Legal Code: Education Code 60615, 5 CCR 852
Board Policy/Administrative Regulation #: See AR 6162.51
Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 60900.5
Board Policy/Administrative Regulation #: Not currently in CSBA policy
Subject: Use of CalPADS data as specified in Education Code 60900.5

When to Notify: Beginning of each school year
Education or Other Legal Code: Health and Safety Code 104855
Board Policy/Administrative Regulation #: See AR 5141.6
Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When to Notify: Beginning of each school year, if district receives Title I funds
Education or Other Legal Code: 20 USC 6312; 34 CFR 200.48
Board Policy/Administrative Regulation #: See BP 4112.2, AR 4222
Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to Notify: Beginning of each school year

Education or Other Legal Code: 34 CFR 104.8, 106.~~9~~8
Board Policy/Administrative Regulation #: See BP 0410, BP 6178
Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals
Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93
Board Policy/Administrative Regulation #: See AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When to Notify: Beginning of each school year
Education or Other Legal Code: USDA FNS Instructions 113-1
Board Policy/Administrative Regulation #: See BP 3555
Subject: Information related to the district's food service programs

When to Notify: Beginning of each school year
Education or Other Legal Code: USDA SP-46-2016
Board Policy/Administrative Regulation #: See AR 3551
Subject: District policy on meal payments

II. At Specific Times During the Student's Academic Career

When to Notify: Beginning in grade 7, at least once prior to course selection and career counseling
Education or Other Legal Code: Education Code 221.5, 48980
Board Policy/Administrative Regulation #: See BP 6164.2
Subject: Course selection and career counseling

When to Notify: Upon a student's enrollment
Education or Other Legal Code: Education Code 310
Board Policy/Administrative Regulation #: See BP 6142.2, AR 6174
Subject: Information on the district's language acquisition programs

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program
Education or Other Legal Code: Education Code 32390, 48980
Board Policy/Administrative Regulation #: See AR 5142.1
Subject: Fingerprinting program

When/Whom to Notify: When participating in driver training courses under the jurisdiction of the district
Education or Other Legal Code: Education Code 35211
Board Policy/Administrative Regulation #: None
Subject: Civil liability, insurance coverage

When to Notify: Upon registration in K-6, if students have not previously been transported
Education or Other Legal Code: Education Code 39831.5
Board Policy/Administrative Regulation #: See AR 3543

Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

When to Notify: Beginning of each school year for high school students, if high school is open campus
Education or Other Legal Code: Education Code 44808.5, 48980
Board Policy/Administrative Regulation #: See BP 5112.5
Subject: Open campus

When to Notify: When admitted or advancing to sixth grade
Education or Other Legal Code: Education Code 48980.4
Board Policy/Administrative Regulation #: Not currently in CSBA policy
Subject: A statement regarding the state's public policy, advising that the student adhere to current immunization guidelines regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level

When to Notify: Prior to providing an eye examination
Education or Other Legal Code: Education Code 49455.5
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Upcoming eye examinations at school site, including form on which parent/guardian may indicate lack of consent

When to Notify: When a parent/guardian request 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 #: To be included in 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 to Notify: Upon a student's enrollment
Education or Other Legal Code: Education Code 49063
Board Policy/Administrative Regulation #: See AR 5125, AR 5125.3
Subject: Specified rights related to student records

When to Notify: When students enter grade 7
Education or Other Legal Code: Education Code 49452.7
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Specified information on type 2 diabetes

When to Notify: When in kindergarten, or first grade if not previously enrolled in public school
Education or Other Legal Code: Education Code 49452.8
Board Policy/Administrative Regulation #: See AR 5141.32
Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

When to Notify: Before grade 12
Education or Other Legal Code: Education Code 51225.8

Board Policy/Administrative Regulation #: See AR 6143
Subject: Completion and submission of FAFSA and CADAA

When to Notify: Beginning of each school year for students in grades 9-12
Education or Other Legal Code: Education Code 51229, 48980
Board Policy/Administrative Regulation #: See AR 6143, BP 6178
Subject: UC and CSU College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to Notify: Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year
Education or Other Legal Code: Education Code 51938, 48980
Board Policy/Administrative Regulation #: See AR 6142.1
Subject: Sexual health and HIV prevention education; right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

When to Notify: Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year
Education or Other Legal Code: Education Code 60641, 5 CCR 863
Board Policy/Administrative Regulation #: See AR 6162.51
Subject: Results of tests; test purpose, individual score and intended use

When/Whom to Notify: By October 15 for students in grade 12
Education or Other Legal Code: Education Code 69432.9
Board Policy/Administrative Regulation #: See AR 5121, AR 5125
Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to Notify: Upon enrollment in a California State Preschool program
Education or Other Legal Code: Education Code 8489.1
Board Policy/Administrative Regulation #: See AR 5148.3
Subject: Limitations on disenrollment, including expulsion and suspension and how to file an appeal in the event of expulsion or suspension

When to Notify: When child is enrolled or reenrolled in a licensed child care center or preschool
Education or Other Legal Code: Health and Safety Code 1596.7996
Board Policy/Administrative Regulation #: See AR 5148
Subject: Information on risks and effects of lead exposure, blood lead testing

When to Notify: When child is enrolled in kindergarten
Education or Other Legal Code: Health and Safety Code 124100, 124105
Board Policy/Administrative Regulation #: See AR 5141.32
Subject: Health screening examination

When to Notify: To students in grades 11-12, early enough to enable registration for fall test
Education or Other Legal Code: 5 CCR 11523
Board Policy/Administrative Regulation #: See AR 6146.2
Subject: Notice of proficiency examination provided under Education Code 48412

When to Notify: To secondary students, if district receives Title I funds
Education or Other Legal Code: 20 USC 7908
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Request that district not release student's name, address, and phone number to military recruiters without prior written consent

III. When Special Circumstances Occur

When to Notify: In the event of a breach of security of district records
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: See BP 3580
Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination
Education or Other Legal Code: Education Code 262.3
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Civil law remedies available to complainants

When to Notify: When determining whether an English learner should be reclassified as fluent English proficient
Education or Other Legal Code: Education Code 313, 5 CCR 11303
Board Policy/Administrative Regulation #: See AR 6174
Subject: Description of reclassification process, opportunity for parent/guardian to participate

When to Notify: When Student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year
Education or Other Legal Code: Education Code 313.2, 440, 20 USC 6312
Board Policy/Administrative Regulation #: See AR 6174
Subject: Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program

When to Notify: For districts under financial distress, as defined, upon an affirmative action by the Board to implement a school closure or consolidation
Education or Other Legal Code: Education Code 41329
Board Policy/Administrative Regulation #: Not currently in CSBA policy
Subject: The date of the closure or consolidation, student's new school assignment, district resources to support student transition, contacts for additional information.

When to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: See BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When to Notify: When homeless or foster youth applies for enrollment in before/after school program
Education or Other Legal Code: Education Code 8483
Board Policy/Administrative Regulation #: See AR 5178.2
Subject: Right to priority enrollment how to request priority enrollment

When to Notify: When certification status of a nonpublic, nonsectarian school or agency attended by a district student changes, within 14 days of becoming aware of the change
Education or Other Legal Code: Education Code 56366.45
Board Policy/Administrative Regulation #: Not currently in CSBA policy
Subject: A change in certification status of nonpublic, nonsectarian school or agency

When to Notify: When a child in a California State Preschool program exhibits persistent and serious challenging behaviors
Education or Other Legal Code: Education Code 8489.1
Board Policy/Administrative Regulation #: See AR 5148.3
Subject: Description of the child's behaviors and program plan for maintaining the child's safe participation in program and expulsion/unenrollment process

When to Notify: At least 24 hours before the effective date of suspending or expelling a child from a California State Preschool program
Education or Other Legal Code: Education Code 8489.1
Board Policy/Administrative Regulation #: See AR 5148.3
Subject: "Notice of Action, Recipient of Services," as described in 5 CCR 17783

When to Notify: Before high school student attends specialized secondary program on a university campus
Education or Other Legal Code: Education Code 17288
Board Policy/Administrative Regulation #: None
Subject: University campus buildings may not meet Education Code requirements for structural safety

When to Notify: At least 72 hours before use of pesticide product not included in annual list
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: See AR 3514.2
Subject: Intended use of pesticide product

When to Notify: To members of athletic teams
Education or Other Legal Code: Education Code 32221.5
Board Policy/Administrative Regulation #: See AR 5143
Subject: Offer of insurance; no-cost and low-cost program options

When to Notify: Annually to parents/guardians of student athletes before participation in competition
Education or Other Legal Code: Education Code 33479.3
Board Policy/Administrative Regulation #: See AR 6145.2
Subject: Information on sudden cardiac arrest

When to Notify: If school has lost its WASC accreditation status
Education or Other Legal Code: Education Code 35178.4
Board Policy/Administrative Regulation #: See BP 6190
Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising
Education or Other Legal Code: Education Code 35182.5
Board Policy/Administrative Regulation #: See BP 3312
Subject: Advertising will be used in the classroom or learning center

When to Notify: At least six months before implementing a schoolwide uniform policy
Education or Other Legal Code: Education Code 35183
Board Policy/Administrative Regulation #: See AR 5132
Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: See BP 6117
Subject: Public hearing on year-round schedule

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days
Education or Other Legal Code: Education Code 46601
Board Policy/Administrative Regulation #: See AR 5117
Subject: Appeal process

When to Notify: Before early entry to transitional kindergarten or kindergarten, if early entry offered
Education or Other Legal Code: Education Code 48000
Board Policy/Administrative Regulation #: See AR 5111, AR 6170.1
Subject: Effects, advantages and disadvantages of early entry

When to Notify: When student identified as being at risk of retention
Education or Other Legal Code: Education Code 48070.5
Board Policy/Administrative Regulation #: See AR 5123
Subject: Student at risk of retention

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health
Education or Other Legal Code: Education Code 48213
Board Policy/Administrative Regulation #: See AR 5112.2
Subject: Student has been excluded from school

When to Notify: Before already admitted student is excluded for lack of immunization
Education or Other Legal Code: Education Code 48216, 17 CCR 6040
Board Policy/Administrative Regulation #: See AR 5141.31
Subject: Need to submit evidence of immunization or exemption within 10 school days; referral to

medical care

When to Notify: When a student is classified as truant
Education or Other Legal Code: Education Code 48260.5, 48262
Board Policy/Administrative Regulation #: See AR 5113.1
Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to Notify: When a truant is referred to a SARB or probation department
Education or Other Legal Code: Education Code 48263
Board Policy/Administrative Regulation #: See AR 5113.1
Subject: Name and address of SARB or probation department and reason for referral

When/Whom to Notify: When student requests to voluntarily transfer to continuation school
Education or Other Legal Code: Education Code 48432.3
Board Policy/Administrative Regulation #: See AR 6184
Subject: Copy of district policy and regulation on continuation education

When to Notify: Prior to involuntary transfer to continuation school
Education or Other Legal Code: Education Code 48432.5
Board Policy/Administrative Regulation #: See AR 6184
Subject: Right to require meeting prior to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin
Education or Other Legal Code: Education Code 48853.5
Board Policy/Administrative Regulation #: See AR 6173.1
Subject: Basis for the placement recommendation

When to Notify: When a foster youth or an Indian child receives a suspension, expulsion, manifestation determination, or involuntary transfer
Education or Other Legal Code: Education Code 48853.5
Board Policy/Administrative Regulation #: See AR 6173.1, AR 6173.4
Subject: Suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information to a foster youth's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, the child's county social worker

When to Notify: When student is removed from class and teacher requires parental attendance at school
Education or Other Legal Code: Education Code 48900.1
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Parental attendance required; timeline for attendance

When to Notify: Prior to withholding grades, diplomas, or transcripts
Education or Other Legal Code: Education Code 48904
Board Policy/Administrative Regulation #: See AR 5125.2
Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student
Education or Other Legal Code: Education Code 48904.3
Board Policy/Administrative Regulation #: See AR 5125.2
Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer
Education or Other Legal Code: Education Code 48906
Board Policy/Administrative Regulation #: See BP 5145.11
Subject: Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse

When to Notify: At time of suspension
Education or Other Legal Code: Education Code 48911
Board Policy/Administrative Regulation #: See BP 5144.1, AR 5144.1
Subject: Notice of suspension

When to Notify: When original period of suspension is extended
Education or Other Legal Code: Education Code 48911
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Extension of suspension

When to Notify: At the time a student is assigned to a supervised suspension classroom
Education or Other Legal Code: Education Code 48911.1
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: The student's assignment to a supervised suspension classroom

When to Notify: Before holding a closed session re: suspension
Education or Other Legal Code: Education Code 48912
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Intent to hold a closed session re: suspension

When to Notify: When a student expelled from another district for certain acts seeks admission
Education or Other Legal Code: Education Code 48915.1, 48918
Board Policy/Administrative Regulation #: See BP 5119
Subject: Hearing re: possible danger presented by expelled student

When to Notify: When readmission is denied
Education or Other Legal Code: Education Code 48916
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs
Education or Other Legal Code: Education Code 48916
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Readmission procedures

When to Notify: At least 10 calendar days before expulsion hearing

Education or Other Legal Code: Education Code 48918
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs
Education or Other Legal Code: Education Code 48918
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to Notify: Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school
Education or Other Legal Code: Education Code 48929, 48980
Board Policy/Administrative Regulation #: See BP 5116.2
Subject: Right to request a meeting with principal or designee

When to Notify: One month before the scheduled minimum day
Education or Other Legal Code: Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site
Education or Other Legal Code: Education Code 48987
Board Policy/Administrative Regulation #: See AR 5141.4
Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course
Education or Other Legal Code: Education Code 49067
Board Policy/Administrative Regulation #: See AR 5121
Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school into the district
Education or Other Legal Code: Education Code 49068
Board Policy/Administrative Regulation #: See AR 5125
Subject: Right to receive copy of student's record and a hearing to challenge content of student's records

When/Whom to Notify: When parent/guardian's challenge of student record is denied and parent/guardian appeals
Education or Other Legal Code: Education Code 49070
Board Policy/Administrative Regulation #: See AR 5125.3
Subject: If board sustains allegations, the correction of destruction of record; if denied, right to submit written objection

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity

Education or Other Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: See BP 5125
Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter
Education or Other Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: AR 5125
Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer
Education or Other Legal Code: Education Code 49076
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena
Education or Other Legal Code: Education Code 49077
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of information pursuant to court order or subpoena

When to Notify: When screening results in suspicion that student has scoliosis
Education or Other Legal Code: Education Code 49452.5
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects
Education or Other Legal Code: Education Code 49456; 17 CCR 2951
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Vision or hearing test results

When to Notify: ~~Within 10 days of negative balance in meal account~~
~~Education or Other Legal Code: Education Code 49557.5~~
~~Board Policy/Administrative Regulation #: See AR 3551~~
~~Subject: Negative balance in meal account; encouragement to apply for free or reduced price meals~~

~~When to Notify:~~ Annually to parents/guardians of student athletes
Education or Other Legal Code: Education Code 49475
Board Policy/Administrative Regulation #: See AR 6145.2
Subject: Information on concussions and head injuries

When to Notify: Annually to parents/guardians of student athletes before their first practice or competition
Education or Other Legal Code: Education Code 49476
Board Policy/Administrative Regulation #: See AR 6145.2
Subject: Opioid fact sheet

When/Whom to Notify: Within 30 days of foster youth, student experiencing homelessness, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12
Education or Other Legal Code: Educational Code 51225.1
Board Policy/Administrative Regulation #: See BP 6146.1, AR 6173, AR 6173.1, AR 6173.3, AR 6175
Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school, transfer opportunities through California Community Colleges

When to Notify: When satisfactory educational progress in one or more independent study courses is not being made by student under 18
Education or Other Legal Code: Educational Code 51749.5
Board Policy/Administrative Regulation #: See BP 6158
Subject: Findings from evaluation to determine if it is in student's best interest to remain in independent study or whether student should be referred to an alternative program.

When to Notify: Before any test/survey questioning personal beliefs
Education or Other Legal Code: Education Code 51513
Board Policy/Administrative Regulation #: See AR 5022
Subject: Permission for test, survey questioning personal beliefs

When to Notify: At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year
Education or Other Legal Code: Education Code 51938
Board Policy/Administrative Regulation #: See AR 6142.1
Subject: Instruction in HIV prevention or sexual health by guest speaker or outside consultant

When to Notify: Prior to administering survey regarding health risks and behaviors to students in 7-12
Education or Other Legal Code: Education Code 51938
Board Policy/Administrative Regulation #: See AR 5022
Subject: Notice that the survey will be administered

When to Notify: Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency
Education or Other Legal Code: Education Code 52164.1, 52164.3, 5 CCR 11511.5
Board Policy/Administrative Regulation #: See AR 6174
Subject: Results of state test of English proficiency

When to Notify: When migrant education program is established
Education or Other Legal Code: Education Code 54444.2
Board Policy/Administrative Regulation #: See BP 6175, AR 6175
Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program
Education or Other Legal Code: Health and Safety Code 1596.857, 22 CCR 101218.1
Board Policy/Administrative Regulation #: See AR 5148
Subject: Parent/guardian right to enter and inspect facility and other rights as specified

When to Notify: When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead
Education or Other Legal Code: Health and Safety Code 1597.16
Board Policy/Administrative Regulation #: See AR 5148
Subject: The requirement to test the facility, and the results of the test

When/Whom to Notify: When district receives Tobacco-Use Prevention Education Funds
Education or Other Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: See AR 3513.3
Subject: The district's tobacco-free schools policy and enforcement procedures

When to Notify: When sharing student immunization information with an immunization system
Education or Other Legal Code: Health and Safety Code 120440
Board Policy/Administrative Regulation #: See AR 5125
Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer
Education or Other Legal Code: Penal Code 626.81
Board Policy/Administrative Regulation #: See AR 1240, BP 1250
Subject: Dates and times permission granted; obtaining information from law enforcement

When to Notify: When hearing is requested by person asked to leave school premises
Education or Other Legal Code: Penal Code 627.5
Board Policy/Administrative Regulation #: See AR 3515.2
Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law
Education or Other Legal Code: 5 CCR 4631
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When child participates in licensed child care and development program
Education or Other Legal Code: 5 CCR 18066
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies regarding excused and unexcused absences

When to Notify: Within 30 days of application for subsidized child care or preschool services
Education or Other Legal Code: 5 CCR 17782, 18094, 18118
Board Policy/Administrative Regulation #: See AR 5148, AR 5148.3
Subject: Policies re: Approval or denial of services

When to Notify: At least 14 days before change in service or other intended action, upon recertification or update of application for child care or preschool services
Education or Other Legal Code: 5 CCR 17783, 18095, 18119
Board Policy/Administrative Regulation #: See AR 5148, AR 5148.3

Subject: Policies re: Any change in service, such as in fees, amount of service, termination of service

When to Notify: Upon child's enrollment in child care program
Education or Other Legal Code: 5 CCR 18114
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: Policy on fee collection

When to Notify: When payment of child care fees is seven days late
Education or Other Legal Code: 5 CCR 18114
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: Notice of delinquent fees

When to Notify: When district substantively changes policy on student privacy rights
Education or Other Legal Code: 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022
Subject: Notice of any substantive change in policy or regulation

When to Notify: For districts receiving Title I funds, when a child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught
Education or Other Legal Code: 20 USC 6312
Board Policy/Administrative Regulation #: See BP 4112.2
Subject: Timely notice to parent/guardian of child's assignment

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners
Education or Other Legal Code: 20 USC 6312
Board Policy/Administrative Regulation #: See AR 6174
Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy
Education or Other Legal Code: 20 USC 6318
Board Policy/Administrative Regulation #: See AR 6020
Subject: Notice of policy

When to Notify: When district receives Impact Aid funds for students residing on Indian lands, to parents/guardians of Indian children
Education or Other Legal Code: 20 USC 7704; 34 CFR 222.94
Board Policy/Administrative Regulation #: See AR 3231
Subject: Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments

When to Notify: When household is selected for verification of eligibility for free or reduced-price meals
Education or Other Legal Code: 42 USC 1758, 7 CFR 245.6a
Board Policy/Administrative Regulation #: See AR 3553

Subject: Need to submit verification information; any subsequent change in benefits; appeals

When/Whom to Notify: When student is homeless or unaccompanied minor
Education or Other Legal Code: Education Code 48852.5, 42 USC 11432
Board Policy/Administrative Regulation #: See AR 6173
Subject: Educational and related opportunities; transportation services; placement decision and right to appeal; duties of district liaison; public notice

When to Notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30
Education or Other Legal Code: 34 CFR 99.34
Board Policy/Administrative Regulation #: See AR 5125
Subject: Right to receive records and an opportunity for hearing upon request

When to Notify: When student complains of sexual harassment
Education or Other Legal Code: 34 CFR 106.44, 106.45
Board Policy/Administrative Regulation #: See AR 5145.7
Subject: Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable

When to Notify: When district receives federal funding assistance for nutrition program
Education or Other Legal Code: USDA FNS Instruction 113-1
Board Policy/Administrative Regulation #: See BP 3555
Subject: Rights and responsibilities, nondiscrimination policy, complaint procedures

IV. Special Education Notices

When to Notify: Prior to a student with disabilities beginning tenth grade
Education or Other Legal Code: Educational Code 51225.31
Board Policy/Administrative Regulation #: See BP 6146.1
Subject: Exemption from local graduation requirements

When to Notify: Prior to conducting initial evaluation
Education or Other Legal Code: Education Code 56301, 56321, 56321.5, 56321.6, 56329, 20 USC 1415 (d), 34 CFR 300.502, 300.503
Board Policy/Administrative Regulation #: See BP 6159.1, AR 6159.1, AR 6164.4
Subject: Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

When/Whom to Notify: Before functional behavioral assessment begins
Education or Other Legal Code: Education Code 56321
Board Policy/Administrative Regulation #: See AR 6159
Subject: Notification and consent

When to Notify: 24 hours before IEP when district intending to record
Education or Other Legal Code: Education Code 56341.1
Board Policy/Administrative Regulation #: See AR 6159
Subject: Intention to audio-record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting
Education or Other Legal Code: Education Code 56341.5, 34 CFR 300.322
Board Policy/Administrative Regulation #: See AR 6159
Subject: Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent/guardian orally requests review of IEP
Education or Other Legal Code: Education Code 56343.5
Board Policy/Administrative Regulation #: See AR 6159
Subject: Need for written request

When to Notify: Within one school day of emergency intervention or serious property damage
Education or Other Legal Code: Education Code 56521.1
Board Policy/Administrative Regulation #: See AR 6159.4
Subject: Emergency intervention

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services
Education or Other Legal Code: 20 USC 1415(c), 34 CFR 300.300, 300.503
Board Policy/Administrative Regulation #: See AR 6159, AR 6159.1
Subject: Prior written notice

When/Whom to Notify: Upon filing of state complaint
Education or Other Legal Code: 20 USC 1415(d), 34 CFR 300.504
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Procedural safeguards notice

When/Whom to Notify: When disciplinary measures are taken or a change in placement
Education or Other Legal Code: 20 USC 1415(k), 34 CFR 300.530
Board Policy/Administrative Regulation #: See AR 5144.2
Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing
Education or Other Legal Code: 20 USC 1415(k), 34 CFR 300.508
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Child's name, address, school, description of problem, proposed resolution

When to Notify: Eligibility for services under Section 504
Education or Other Legal Code: 34 CFR 104.32, 104.36
Board Policy/Administrative Regulation #: See AR 6164.6
Subject: District responsibilities, district actions, procedural safeguards

V. Classroom Notices

Where to Post: In all district schools and offices, including staff lounges and student government meeting rooms
Education or Other Legal Code: Education Code 234.1

Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Uniform complaint procedures board policy and administrative regulation

Where to Post: In each classroom used for license exempt California State Preschool Program
Education or Other Legal Code: Education Code 8212
Board Policy/Administrative Regulation #: See AR/E 1312.3
Subject: Health and safety requirements for preschool programs; where to get complaint form

Where to Post : In each classroom in each school
Education or Other Legal Code: Education Code 35186
Board Policy/Administrative Regulation #: See AR/E 1312.4
Subject: Complaints subject to Williams uniform complaint procedures

Where to Post: In any school serving any of grades ~~6~~3-12, in a prominent and conspicuous location in every restroom required to stock menstrual products,
Education or Other Legal Code: Education Code 35292.6
Board Policy/Administrative Regulation #: See AR 3517
Subject: Requirement to stock and make available free of cost an adequate supply of menstrual products that includes email address and telephone number for a designated individual responsible for maintaining requisite supply of menstrual products

Where to Post: In a licensed child care and development center at a location accessible to parents/guardians
Education or Other Legal Code: Health and Safety Code 1596.857
Board Policy/Administrative Regulation #: See AR 5148
Subject: Parent/guardian right to inspect, prohibition against retaliation, right to file complaint; registered sex offender database available to public; review licensing reports of facility visits and substantiated complaints against facility

Where to Post: In a prominent, publicly accessible location in the child care facility
Education or Other Legal Code: Health and Safety Code 1596.8555
Board Policy/Administrative Regulation #: See AR 5148
Subject: Child care license

Where to Post: In a prominent location adjacent to child care license at facility
Education or Other Legal Code: Welfare and institutions Code 10228
Board Policy/Administrative Regulation #: See AR 5148
Subject: Rates, discounts, or scholarship policies

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

17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
22 CCR 101218.1	Child care licensing; parent/guardian rights
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
Civ. Code 1798.29	District records; breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners; parental consultation

Ed. Code 313.2	Long-term English learner; notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
~~Ed. Code 33479.3~~	~~The Eric Paredes Sudden Cardiac Arrest Prevention Act~~
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 35292.6	School maintenance
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 41329	School closures and consolidation
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46015	Accommodations for pregnant and parenting pupils
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission

Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization and exclusion from attendance
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification

Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48985.5	Synthetic drug use
Ed. Code 48986	Safe storage of firearms
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record
Ed. Code 49069.7	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
Ed. Code 49392	Threats of homicide at school
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
Ed. Code 49452.6	Type 1 diabetes informational materials
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
Ed. Code 49455.5	Eye examination for purpose of eyeglasses
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries

Ed. Code 49476	Student athletes; opioid fact sheet
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 48980.4	Notice regarding full human papillomavirus (HPV) immunization
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
~~Ed. Code 49557.5~~	~~Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account~~
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Graduation from high school; exemption for eligible students with special needs
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
Ed. Code 51749.5	Independent study
Ed. Code 51938	HIV/AIDS and sexual health instruction
Ed. Code 52062	Local control and accountability plans and the statewide system of support
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 52242	Advanced placement examination fees
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings

Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56366.45	Change in status of a nonpublic, nonsectarian school or agency
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 60900.5	Use of CalPADS data
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8483	Before/after school program; enrollment priorities
Ed. Code 8489	Expulsion and suspension procedures in childcare and development services programs
Ed. Code 8489.1	Expulsion and suspension procedures in childcare and development services programs
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of potable water at schools and requirements to remedy
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.8555	Administration of child day care licensing; posting license
H&S Code 1596.857	Right to enter child care facility
H&S Code 1597.16	Licensed child care centers; lead testing
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
W&I Code 10228	Child care providers; posting of rates, discounts, and scholarships

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards

20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704	Impact Aid; policies and procedures related to children residing on Indian lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals

Management Resources	**Description**

U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3517	Facilities Inspection
3517-E(1)	Facilities Inspection

3543	Transportation Safety And Emergencies
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
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3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
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5022	Student And Family Privacy Rights
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5111	Admission
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5117	Interdistrict Attendance
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5123	Promotion/Acceleration/Retention
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5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services

5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
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5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
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5148	Child Care And Development
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6142.1	Sexual Health And HIV/AIDS Prevention Instruction
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6175	Migrant Education Program
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6181	Alternative Schools/Programs Of Choice
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6183	Home And Hospital Instruction
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6184	Continuation Education
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9310	Board Policies

Policy 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 12/01/2014 **| Last Revised Date:** ~~03~~09/01/~~2020~~2024 **| Last Reviewed Date:** ~~03~~09/01/~~2020~~2024

CSBA NOTE: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. Education Code 48918 **mandates** the setting of rules and regulations for student expulsion as specified in this Board policy and the accompanying administrative regulation.

While recognizing that suspension or expulsion of students is sometimes necessary, legislative, administrative, regulatory, civic, and educational leaders are united in the belief that instructional time should be used for student learning purposes and that school discipline should be imposed in a way that, as much as possible, does not exclude students from school or limit their ability or opportunity to learn. ~~According to the~~The U.S. Department of ~~Justice's Civil Rights Division (DOJ)~~Education's (USDOE) March 2023, "Guiding Principles for Creating Safe, Inclusive, Supportive, and ~~the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of~~Fair School ~~Discipline (which has been under review by DOJ and OCR since July 30, 2021), studies suggest a correlation between exclusionary~~Climates," states that unfair student discipline ~~policies and practices (such as suspension and expulsion)~~can result in a negative school climate, and an array of serious educational, economic, ~~and~~ social, and emotional problems, including school avoidance and diminished educational engagement, decreased academic achievement, increased behavior problems, ~~and~~an increased likelihood of repeating a grade or dropping out, ~~substance abuse,~~ and involvement with the juvenile justice system. Consequently, ~~they recommend that~~ USDOE recommends districts ~~adopt alternative disciplinary measures that provide~~ensure the fair administration of student discipline in ways that treat students with ~~appropriate~~dignity and respect while using a continuum of supports to increase student success and promote positive and supportive school environments that support students and keep them in the classroom learning as much as possible. Additionally, USDOE recommends schools to adopt a coordinated system of whole school evidence-based intervention practices that are more effective than exclusionary discipline in addressing student behavior and improving school climate and safety, such as positive behavioral interventions and supports ~~as a means for preventing and addressing student misbehaviors.~~; trauma-informed practices; social and emotional wellbeing; and restorative practices.

Pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless the student has been subjected to other means of correction which have failed to bring about proper conduct. Such other means of correction include, but are not limited to, conferences between school personnel, the student, and the student's parent/guardian; use of study, guidance, or other intervention teams to develop a plan to address the behavior in partnership with the student; referral for behavioral supports; and participation in restorative justice programs. Additionally, pursuant to Education Code 48900.5, as amended by AB 1165 (Ch. 22, Statutes of 2023), districts are encouraged to have a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying,

harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator, as specified in the accompanying administrative regulation. For further information about specific disciplinary strategies, including alternatives to class or school removals, see BP/AR 5144 - Discipline.

Education Code 48900.5 authorizes a district to document in a student's records the alternative means of correction used to address the student's behavior. Furthermore, when a student is being suspended by the Superintendent, principal, or designee, Education Code 48911 requires that the student be informed, during the informal conference that precedes the suspension, of the other means of correction that were attempted before the suspension.

Pursuant to Education Code 48913.5, when a student in any of grades 1-12 has been suspended for two or more school days, the student's parent/guardian, or other person holding the right to make educational decisions for the student, may request homework that the student would otherwise have been assigned, and the student's teacher is required to provide such homework; see BP 6154 - Homework/Makeup Work.

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

CSBA NOTE: Pursuant to Education Code 48900(s), a student may be subject to discipline only when the violation is related to a school activity or school attendance as specified below. A student may also be disciplined for a violation committed away from school if it is related to a school activity or to school attendance. For example, Education Code 48900 defines bullying by means of an electronic act as including an act that originates off campus; see the accompanying administrative regulation and BP/AR 5131.2 - Bullying. Another example is the hostile school environment which a victim may suffer from sexual harassment that occurs off campus; see BP/AR 5145.7 - Sexual Harassment.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds

2. While going to or coming from school

3. During the lunch period, whether on or off the school campus

4. During, going to, or coming from a school-sponsored activity

CSBA NOTE: The following paragraph addresses the problem of unlawful discrimination in the administration of student discipline. In their joint ~~January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline (which has been under review by DOJ and OCR since July 30, 2021), DOJ and OCR noted that, based on the civil rights data collection conducted by OCR, students of certain racial or ethnic groups tended to be disciplined more, and sometimes more harshly, than their similarly situated peers in violation of federal nondiscrimination laws. The letter warned that any district determined to have engaged in unlawful discrimination could be subject to OCR investigation and significant remedial action.~~March 2023 publication, "Resource on Confronting Racial Discrimination in Student Discipline," the USDOE Office for Civil Rights and Department of Justice, Civil Rights Division noted that, based on decades of enforcement activity, discrimination based on race, color, and national origin in student discipline continues to be a significant concern and that disparities by race have persisted in the application of student discipline in schools.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

CSBA NOTE: Education Code 48900.5 requires districts to use other means of correction instead of suspension, except when a student commits certain enumerated offenses. The following section reflects legislative intent regarding appropriate use of suspension as a means of disciplining students and may be modified to reflect district practice.

Except when a student's act violates Education Code 48900(a)-(e), as listed in Items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

CSBA NOTE: Education Code 48900(k) ~~prohibits a district~~), as amended by SB 274 (Ch. 597, Statutes of 2023), extends the prohibition from suspending ~~students in grades K-8~~ a student for disruption or willful defiance ~~:~~

~~A district may, but is not required to, suspend~~ , formerly applicable to students in grades K-8, to all students. Suspension of a student in grades ~~9~~6-12 for disruption or willful defiance~~. Even with this authority, districts should be careful in using these grounds, as available data have indicated a disproportionate use with certain student subgroups. Option 1 below is~~ is prohibited until July 1, 2029. However, teachers may still suspend a student from class for ~~use by any district that chooses to suspend~~willful defiance pursuant to Education Code section 48910. As part of the other means of correction specified in Education Code 48900.5, employees may also refer students for timely in ~~grades 9-12~~-school interventions or supports for disruption ~~and/or willful defiance as authorized pursuant to Education Code 48900(k). Any district that chooses to eliminate disruption and~~or willful defiance ~~as reasons for suspending any of its students from school should select Option 2 below. Such districts should also delete the section titled "Additional Grounds for Suspension and Expulsion: Grades 9-12" in the accompanying administrative regulation.~~

~~Each option below reflects an exception granted to teachers pursuant to Education Code 48910 to suspend students, including a K-3 student, from class; see section.~~

Pursuant to Education Code 48900, if a student is referred on this basis, school administrators, are required to inform the referring employee within five business days, verbally or in writing, of the actions taken and, if none, the rationale for not providing any timely in-school interventions or supports. See "Suspension from Class by a Teacher" in the accompanying administrative regulation.

~~OPTION 1: (Students in grades 9-12 may be suspended for disruption and/or willful defiance)~~
~~No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)~~

~~OPTION 1 ENDS HERE~~

~~OPTION 2: (No student may be suspended for disruption and/or willful defiance)~~No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

~~OPTION 2 ENDS HERE~~

CSBA NOTE: ~~The following optional paragraph reflects the Legislature's intent, expressed in~~ Pursuant to Education Code 48900~~, concerning disciplinary actions against~~ (w), as amended by SB 274, a student may not be suspended or expelled based solely on the fact that they are truant, tardy, or otherwise absent ~~students. Since these are not enumerated offenses, a district does not have the authority to suspend or expel students for committing any of these acts.~~ from school activities.

Students shall not be suspended or expelled ~~for~~based solely on a student's truancy, tardiness, or absenteeism from assigned school activities. (Education Code 48900)

On-Campus Suspension

CSBA NOTE: As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger to anyone at school and who have not been recommended for expulsion, as specified below.

The following optional section is for use by districts implementing a supervised suspension classroom program. Such districts may continue to claim funding apportionments for students so assigned, provided they meet specific criteria which are set forth under "On-Campus Suspension" in the accompanying administrative regulation. A district does not receive funding for off-campus suspensions.

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper

conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

2. Selling or otherwise furnishing a firearm

3. Brandishing a knife at another person

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4

6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting. (Education Code 48918(j))

CSBA NOTE: Pursuant to Education Code 48917, the Board may ~~decide to~~ suspend the enforcement of an ~~order for~~ expulsion order as long as a student satisfies specific criteria. ~~See~~See "Decision to Suspend Expulsion Order" in the accompanying administrative regulation for criteria. In addition, the Attorney General opined, in 80 Ops.Cal.Atty.Gen. 85 (1997~~)~~), that the enforcement of an expulsion order may be suspended even in those cases where the student has committed an offense for which expulsion is required by law. CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as appropriate.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

CSBA NOTE: The following paragraph is for use by districts that contract with the California Department of Education (CDE) to operate a California State Preschool Program. Education Code 8489.1~~, as added by AB 2806 (Ch. 915, Statutes of 2022),~~ prohibits the expulsion or disenrollment of a child in a preschool program unless the district has taken specified steps, the child's continued enrollment would present a serious safety threat to the child or other enrolled children, and the district refers the child's parents/guardians to other appropriate placements. For further details regarding the steps the district must take prior to expelling a child, see ~~BP~~AR 5148.3 - Preschool/Early Childhood Education.

No child enrolled in a preschool program shall be expelled or unenrolled except under limited circumstances in accordance with Education Code 8489.1 and as specified in ~~AR~~Administrative Regulation 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording ~~them their~~the students due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

CSBA NOTE: Education Code 48900.8 and 48916.1 require the district to maintain data related to suspensions and expulsions as provided below. Pursuant to Education Code 48916.1, the Superintendent of Public Instruction may require submission of such data as part of the Federal Program Monitoring process. In addition, 20 USC 7961 requires districts to submit to CDE a description of the circumstances surrounding any expulsions based on bringing or possessing a firearm on campus, including the name of the school, the number of students expelled, and the type of firearms involved.

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

CSBA NOTE: Pursuant to Education Code 52060, districts are required to address school climate in the local control and accountability plan, as measured by student suspension and expulsion rates and other local measures for each school and each numerically significant student subgroup. ~~As defined in~~ Education Code 52052, as amended by SB 114 (Ch. 48, Statutes of 2023), defines numerically significant subgroups to include ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Civ. Code 47	Privileged communication
Civ. Code 48.8	Defamation liability
Code of Civil Procedure 1985-1997	Production of evidence; means of production
Ed. Code 17292.5	Program for expelled students; facilities
Ed. Code 1981-1983	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules for government and discipline of schools
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups

Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8489-8489.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Informal hearing procedures
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11059	Controlled substances; standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 287	Oral Copulation
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime; defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 868.5	Supporting person; attendance during testimony of witness

W&I Code 224.1	Indian child; definition
W&I Code 729.6	Counseling

Federal	**Description**
18 USC 921	Definitions; firearms and ammunition
20 USC 1415(K)	Students with disabilities; placement in alternative educational setting
20 USC 7961	Gun-Free Schools Act
42 USC 11431-11435	Education of homeless children and youths

Management Resources	**Description**
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
Court Decision	Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807
Court Decision	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE Publication	Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023 (https://www2.ed.gov/policy/gen/guid/school-discipline/guiding-principles.pdf)
U.S. DOE, Office for Civil Rights and U.S. Department of Justice, Civil Rights Division Publication	~~Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014~~Resource on Confronting Racial Discrimination in Student Discipline, May 2023 (https://www2.ed.gov/about/offices/list/ocr/docs/tvi-student-discipline-resource-202305.pdf)
U.S. DOE Publication	School Climate and Student Discipline Resources (https://www2.ed.gov/policy/gen/guid/school-discipline/index.html)

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Safe and Healthy Students
Website	California Attorney General's Office
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage

3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.5	Vandalism And Graffiti

5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.71	~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures~~Title IX Sexual Harassment Complaint Procedures

5145.71-E(1)	~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures~~Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6154	Homework/Makeup Work
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6161.2	Damaged Or Lost Instructional Materials
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6184	Continuation Education
6184	Continuation Education

6185	Community Day School
6185	Community Day School
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 12/01/2014 **| Last Revised Date:** ~~03~~09/01/~~2023~~2024 **| Last Reviewed Date:** ~~03~~09/01/~~2023~~2024

CSBA NOTE: CSBA recommends that this administrative regulation be approved by the Governing Board, regardless of regular district practice regarding the approval of administrative regulations.

Education Code 35291 requires the Board to adopt rules and regulations, which are not inconsistent with law or rules adopted by the State Board of Education, for the government and discipline of the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 **mandate** that districts adopt rules concerning the due process rights of students in expulsion situations, and Education Code 48916 **mandates** procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level

2. Referral to a certificated employee designated by the principal to advise students

3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days~~.~~

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

CSBA NOTE: The acts for which students may be suspended or expelled are specified in law, the following section, and ~~the sections below titled~~ "Additional Grounds for Suspension and Expulsion:

Grades 4-12," ~~and "Additional Grounds for Suspension and Expulsion: Grades 9-12."~~below. The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. ~~In addition~~Additionally, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in ~~the sections~~ "Additional Grounds for Suspension and Expulsion: Grades 4-12~~"~~ ~~and "Additional Grounds for Suspension and Expulsion: Grades 9-12"~~," below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

CSBA NOTE: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in Item #12 below. See BP/AR 5131.7 - Weapons and Dangerous Instruments.

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as a controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

    Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

    Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

CSBA NOTE: Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act," which is directed toward a student and which would have serious detrimental consequences upon a reasonable student. Pursuant to Education Code 48900, a student may be disciplined for bullying by means of an electronic act even when the act originated off campus. See also AR 5131.2 - Bullying.

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

CSBA NOTE: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation committed by a student at any grade level, as set forth in Education Code 48900.2, 48900.3, or 48900.4, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may be disciplined for the "bullying" but not for the underlying act of sexual harassment, hate violence, or harassment, threat, or intimidation as specified below in ~~the section~~ "Additional Grounds for Suspension and Expulsion: Grades 4-12."

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in ~~the section~~ "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

a. A message, text, sound, video, or image

b. A post on a social network Internet ~~web site~~website, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above~~.~~

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet ~~web site~~website created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

CSBA NOTE: The following paragraph may be revised to reflect district practice. Pursuant to Education Code 48900.5, as amended by AB 1165 (Ch. 22, Statutes of 2023), the district is encouraged to have a student who has been suspended, or for whom other means of correction have been implemented pursuant to Education Code 48900.5 for an incident of racist bullying, harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator, in addition to the other measures specified in the following paragraph.

When a student has been suspended, or other means of correction have been implemented against the student, for an incident of racist bullying, harassment, or intimidation, the principal or designee may, as appropriate, engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

CSBA NOTE: Education Code 48900(t) allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. The term "aiding or abetting," is a complex legal term and requires that, at the time the crime was committed, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as appropriate.

Pursuant to Education Code 48900(t), any student who aids or abets a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury is subject to suspension or expulsion as provided in Item #1 above.

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of $1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying out the crime. (Education Code 48900.7)

CSBA NOTE: Pursuant to Education Code 48900, as amended by SB 274 (Ch. 597, Statutes of 2024), until July 1, 2029, a district may not suspend a student in grades 6-12 for disruption or willful defiance. Together with previous amendments, this means that no K-12 student may be suspended for disruption or willful defiance.

However, pursuant to Education Code 48900, as amended by SB 274, a certificated or classified employee may refer a student for appropriate and timely in-school interventions or supports as specified in Education Code 48900.5 for disruption or willful defiance. By the end of the fifth business day, a school administrator is required to inform the referring employee, verbally or in writing, of the actions taken and if none, the rationale for not providing any timely in-school interventions or supports.

A student may not be suspended or expelled for disruption or willful defiance. (Education Code 48900)

Additional Grounds for Suspension and Expulsion: Grades 4-12

CSBA NOTE: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

As discussed in Item #17 of "Grounds for Suspension and Expulsion: Grades K-12" above, although Education Code 48900(r) defines bullying to include acts involving Items #1-3 below, Education Code 48900.2-48900.4 provide that only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment. Because the interplay between "bullying" and Items #1-3 can raise complex legal issues, districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate.

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

   Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

   Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

Additional Grounds for Suspension and Expulsion: Grades 9-12from Class by a Teacher

CSBA NOTE: Pursuant to Education Code 48900(k), students in grades K-8 must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades 9-12 based on these grounds, the following section is for use only by districts that selected Option 1 in the section "Appropriate Use of Suspension Authority" in the accompanying Board policy. Districts that selected Option 2 in the accompanying Board policy, thereby prohibiting the use of these reasons for suspending students at any grade level, should delete the following section.

None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910. See the section "Suspension from Class by a Teacher" below.CSBA NOTE: The following section is optional and may be revised to reflect district practice. As stated above, Education Code 48900(k), as amended by SB 274, extends the prohibition from suspending a student in grades K-12 for disruption or willful defiance, formerly applicable to students in grades K-8, to all students. Suspension of a student in grades 6-12 for disruption or willful defiance is prohibited until July 1, 2029. However, teachers may still suspend a student from class for disruption or willful defiance pursuant to Education Code 48910. As part of the other means of correction specified in Education Code 48900.5, employees may also refer students for timely in-school interventions or supports for disruption or willful defiance. Pursuant to Education Code 48900, if a student is referred on this basis, school administrators, are required to inform the referring employee within five business days, verbally or in writing, of the actions taken and, if none, the rationale for not providing any timely in-school interventions or supports.

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

Suspension from Class by a Teacher

~~CSBA NOTE: The following section is optional and may be revised to reflect district practice. While Education Code 48900(k) prohibits a district from suspending students in grades K-8 for disruption or willful defiance, it still allows for a teacher to suspend a K-8 student on these grounds.~~

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as Items #1-19 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level~~, including grades K-8.~~. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher ~~decides to suspend~~has suspended the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if ~~either~~requested by the parent/guardian or teacher ~~so requests~~. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity away from school to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code

48915(c))

CSBA NOTE: Education Code 48900.5 limits situations warranting suspension for a first offense to when the violation involves Education Code 48900(a)-(e) or the student's presence causes a danger to persons.

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of Items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

CSBA NOTE: Pursuant to Education Code 48900 and 48915, except for certain egregious acts or offenses for which suspension is permissible or mandatory, as specified above pursuant to Education Code 48915(a) or (c), the Superintendent or principal is authorized to provide an alternative, age-appropriate disciplinary measure that is tailored to correct a student's specific misbehavior. In addition, the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline (which has been under review by DOJ and OCR since July 30, 2021), recommend that effective alternatives to suspension and expulsion be implemented for correcting student misbehavior. For a list of appropriate alternatives, see AR 5144 - Discipline.

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension upon a student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

CSBA NOTE: District disciplinary procedures are generally subject to basic constitutional due process requirements, such as the provision of notice and/or hearing, especially with respect to

suspension, involuntary transfer, expulsion, or other serious disciplinary actions. However, when dealing with certain categories of students, additional procedures apply. For example, when considering suspension of a student who is a foster youth or Indian child, as defined in Welfare and Institutions Code 224.1, Education Code 48853.5, 48911, 48911.1, and 48915.5~~, as amended by AB 740 (Ch. 400, Statutes of 2022),~~ require that the foster youth's educational rights holder, attorney, and county social worker receive specified notifications in relation to the suspension, and for an Indian child, the child's tribal social worker, and if applicable, county social worker. See Items #1, 3, 5, and 6 below.

Suspensions shall be imposed in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence in the student's defense. (Education Code 48911)

   This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school for the conference. (Education Code 48911)

   CSBA NOTE: Item #2 below should be revised to reflect the district's processing and reporting procedures.

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian, or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker, shall also be notified in writing of the suspension. (Education Code 48911)

   This notice shall state the specific offense committed by the student. (Education Code 48900.8)

~~CSBA NOTE: The following optional paragraph may be revised to reflect district practice.~~

4. In addition, the notice ~~may~~shall state the date and time when the student may return to school.

5. 4. Parent/Guardian Conference: Whenever a student is suspended, school officials may conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

5. 6. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard.

This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process.

CSBA NOTE: When the student being considered for expulsion is a foster youth or Indian child, Education Code 48911 and 48918.1, ~~as amended by AB 740,~~ require the district to invite the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to the meeting specified above. ~~See the section below titled~~See "Additional Notice of Expulsion Hearing for Foster Youth, Homeless Students, and Indian Children, below."

c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the district's educational liaison of the need to invite the foster youth's educational rights holder, attorney and county social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

CSBA NOTE: Pursuant to Education Code 48918.1, the district's liaison for homeless students must be notified when the student being considered for expulsion is a ~~homeless~~ student~~.~~ experiencing homelessness. See ~~the~~ ~~section~~ ~~below~~ ~~titled~~ "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."

d. If the student involved is a ~~homeless~~ child or youth experiencing homelessness, the Superintendent or designee shall notify the district liaison for homeless students~~.~~ (Education Code 48918.1)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Since Education Code 48900 and 48900.5 require a district, under certain circumstances, to use alternative disciplinary measures prior to imposing suspension, including supervised suspension, the district may, as necessary, provide services that would address the student's specific misbehavior along with the suspension program. For example, the district may require the student to enroll in a program that teaches prosocial behavior or anger management even while the student is suspended.

e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school~~.~~

Suspension by the Board

CSBA NOTE: The following optional section reflects the Board's authority to suspend students from school pursuant to Education Code 48912. In practice, it is impractical for boards to directly exercise this authority since circumstances warranting suspension usually require quick and sometimes immediate action which may not be possible for a board due to legal requirements for taking board actions, such as having a meeting.

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," and "Additional Grounds for Suspension and Expulsion: Grades 4-12," ~~and "Additional Grounds for Suspension and Expulsion: Grades 9-12"~~ above and within the limits specified under "Suspension by Superintendent, Principal, or Designee"," above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

CSBA NOTE: The following optional section is for use by any district establishing an on-campus suspension program pursuant to Education Code 48911.1. However, pursuant to Education Code 48900.5, such a district is required to use other means of correcting a student's behavior before imposing a supervised suspension, unless such a supervised suspension is otherwise permitted by law for a student's first offense. Use of a supervised suspension classroom program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class in accordance with law.

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law~~.~~

2. The student shall have access to appropriate counseling services~~.~~

3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension~~.~~

4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom~~.~~ ~~The~~ and the teacher(s) shall provide all assignments and tests that the student will miss while suspended~~.~~

   If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

~~CSBA NOTE: Education Code 48911.1, as amended by AB 740, requires notification to a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, of a student's assignment to an on-campus suspension classroom.~~

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student if an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, in person, by email, or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense

2. Possession of any knife or other dangerous object of no reasonable use to the student

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11059, except for:

    a. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis

    b. The student's possession of over-the-counter medication for use by the student for medical purposes

    c. Medication prescribed for the student by a physician

4. Robbery or extortion

5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

CSBA NOTE: Education Code 48918 **mandates** that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (*Garcia v. Los Angeles Board of Education*). In calculating timelines, the district should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

CSBA NOTE: The following section is optional and may be revised to reflect district practice. "Stipulated expulsion" is for districts that have adopted an expedited procedure which allows a student to waive the right to a pre-expulsion hearing in exchange for an agreement as to the terms of the expulsion. Such waivers are not specifically addressed in law and districts should ensure that the due process rights of students are included in the stipulated agreement and are clearly explained ~~to them~~ before the agreement is signed. Districts should consult with CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

After a determination that a student has committed an offense for which the student may be expelled, the Superintendent, principal, or designee shall offer the student, the student's parent/guardian, or, when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

Rights of Complaining Witness

CSBA NOTE: Education Code 48918.5 **mandates** the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses

allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing

2. Have up to two adult support persons present at the hearing at the time the witness testifies

3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

CSBA NOTE: Education Code 48918 **mandates** the Board to adopt procedures that include the following items.

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing

2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based

3. A copy of district disciplinary rules which relate to the alleged violation

4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

   This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

   Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

   Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's

parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing

7. The opportunity to confront and question all witnesses who testify at the hearing

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth, Homeless Students, and Indian Children

CSBA NOTE: Prior to conducting an expulsion hearing to determine whether a foster youth or Indian child should be expelled, Education Code 48918.1~~, as amended by AB 740,~~ requires the district to notify the foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker and, if applicable, county social worker, provided that the violation does not require a mandatory recommendation for expulsion. Pursuant to Education Code 48918.1, such additional notice must be given to the district liaison for homeless students when the student involved is a ~~homeless~~ child or youth experiencing homelessness and the violation does not require a mandatory recommendation for expulsion. While such a notice is not required if the offense requires a mandatory recommendation for expulsion, it is nonetheless recommended and the following section reflects this recommendation.

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the foster ~~youth's~~ youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a ~~homeless~~ student experiencing homelessness, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

CSBA NOTE: Education Code 48918 **mandates** that the Board adopt procedures that include the following items.

Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an impartial administrative panel to conduct the hearing; see ~~section~~ "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel~~"~~," below. Even if the district conducts all expulsion hearings in this manner, the requirements of Education Code 48918 pertaining to the conduct of the hearing must be met.

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public

meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

CSBA NOTE: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

~~2.~~ Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

~~3.~~ 2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

CSBA NOTE: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In *Woodbury v. Dempsey*, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.

In accordance with Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

~~4.~~ 3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in Item #6 below. (Education Code 48918(i))

~~5.~~ 4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," and "Additional Grounds for Suspension and Expulsion: Grades 4-12," ~~and "Additional Grounds for Suspension and Expulsion: Grades 9-12"~~ above. (Education Code 48918(h))

CSBA NOTE: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

~~6.~~ Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

CSBA NOTE: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

~~7~~ ~~.~~5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

a. Any complaining witness shall be given five days' notice before being called to testify~~.~~

b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony~~.~~

c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential~~.~~

d. The person presiding over the hearing may remove a support person who is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard.

Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

iii. The person conducting the hearing may:

a. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

b. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours

c. Permit one of the support persons to accompany the complaining witness to the witness stand

~~8.~~ 6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

CSBA NOTE: For districts that use a hearing officer or administrative panel, Education Code 48918 **mandates** that the Board adopt procedures that include the following section.

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

CSBA NOTE: Pursuant to Education Code 48918, if the hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made, unless the student's parent/guardian requests a different placement. Education Code 48918 also states that a student who is found to have committed any of the violations listed in "Authority to Expel" in the accompanying Board policy but for whom expulsion is not recommended may be referred to the student's prior school, or another district comprehensive or continuation school. However, the hearing officer or administrative panel, like the Board, must recommend expulsion or a suspended expulsion under Education Code 48915, if it finds that a student committed any such violation that mandates expulsion. District should consult CSBA's District and County Office of Education Legal Services or district legal counsel to resolve this apparent discrepancy.

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from

which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

CSBA NOTE: Education Code 48918 **mandates** that the Board adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

CSBA NOTE: 20 USC 7961 requires the district, in the consolidated application for federal funding, to provide an assurance that it will comply with the state requirement to expel, for a period not less than one year, any student who brings a firearm to school or possesses a firearm at school.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in ~~the section~~ "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission

2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

CSBA NOTE: The following paragraph is optional. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12,"" or "Additional Grounds for Suspension and Expulsion: Grades 94-12" (Education Code 48900.8)

2. The fact that a description of readmission procedures will be made available to the student and parent/guardian (Education Code 48916)

3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)

4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

CSBA NOTE: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are optional and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior

2. The seriousness of the misconduct

3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation.

   This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 94-12" above, or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)

4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school.

   Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian.

   The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

If a student is expelled from school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

CSBA NOTE: Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school.

However, when the student involved in such a case is a student with a disability, Education Code 49076 requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2 - Suspension ~~and~~And Expulsion/Due Process (Students ~~with~~With Disabilities).

When submitting the consolidated application for federal funding, the district must provide assurance that it has adopted a policy requiring referral to the criminal justice system or juvenile delinquency system of any student who brings a firearm or weapon to a school. The following section fulfills this requirement.

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

CSBA NOTE: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (m) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems

2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these

3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

CSBA NOTE: Education Code 48916 **mandates** that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. ~~The following section is consistent with the intent of AB 740 to afford protections specific to foster youth and Indian children.~~ Items #1-2 below should be revised to reflect district practice.

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the student's parent/guardian, or other person holding the right to make educational decisions for the student, and the student~~.~~

   At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the student's parent/guardian or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission~~.~~

   The Board shall consider this recommendation in closed session. If a written request for open session is received from the student's parent/guardian or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission~~.~~

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to

campus safety or to other district students or employees. (Education Code 48916)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

6. The Board shall provide written notice to the expelled student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program.

   This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district.

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

CSBA NOTE: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

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
Civ. Code 47	Privileged communication

Civ. Code 48.8	Defamation liability
Code of Civil Procedure 1985-1997	Production of evidence; means of production
Ed. Code 17292.5	Program for expelled students; facilities
Ed. Code 1981-1983	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules for government and discipline of schools
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8489-8489.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Informal hearing procedures
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11059	Controlled substances; standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property

Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 287	Oral Copulation
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime; defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 224.1	Indian child; definition
W&I Code 729.6	Counseling

Federal	**Description**
18 USC 921	Definitions; firearms and ammunition
20 USC 1415(K)	Students with disabilities; placement in alternative educational setting
20 USC 7961	Gun-Free Schools Act
42 USC 11431-11435	Education of homeless children and youths

Management Resources	**Description**
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)

Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
Court Decision	Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807
Court Decision	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE Publication	Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023 (https://www2.ed.gov/policy/gen/guid/school-discipline/guiding-principles.pdf)
U.S. DOE, Office for Civil Rights and U.S. Department of Justice, Civil Rights Division Publication	~~Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014~~Resource on Confronting Racial Discrimination in Student Discipline, May 2023 (https://www2.ed.gov/about/offices/list/ocr/docs/tvi-student-discipline-resource-202305.pdf)
U.S. DOE Publication	School Climate and Student Discipline Resources (https://www2.ed.gov/policy/gen/guid/school-discipline/index.html)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Safe and Healthy Students
Website	California Attorney General's Office
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan

0460	Local Control And Accountability Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses

5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5142	Safety
5142	Safety

5144	Discipline
5144	Discipline
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.71	~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures~~Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	~~Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures~~Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access

6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6161.2	Damaged Or Lost Instructional Materials
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials

Regulation 5144.2: Suspension And Expulsion/Due Process (Students With Disabilities)

Status: ADOPTED

Original Adopted Date: 11/01/2006 **| Last Revised Date:** ~~03~~09/01/~~2023~~2024 **| Last Reviewed Date:** ~~03~~09/01/~~2023~~2024

CSBA NOTE: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. While many of the required rules and regulations are in BP/AR 5144.1 - Suspension ~~and~~And Expulsion/Due Process, the following administrative regulation addresses special procedures required when disciplining students who have been identified for special education and related services. This administrative regulation reflects the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818), and conforming state legislation. Note that in cases where state law provides greater protections to students, state law supersedes federal law.

The U.S. Department of Education's, Office of Special Education and Rehabilitative Services (OSERS), "Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders," recommends that districts identify ways to significantly reduce the use of exclusionary discipline, and its disproportionate effect on students with disabilities. See BP 6120 - Response ~~to~~To Instruction ~~and~~And Intervention and BP/AR 6164.5 - Student Success Teams.

Neither state nor federal law requires that these procedures apply to students identified under Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794). However, the U.S. Department of Education's, Office for Civil Rights~~,~~ (OCR), "Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline Under Section 504 of the Rehabilitation Act of 1973," provides that, for a student with a disability under Section 504, schools are required to conduct a manifestation determination before implementing a disciplinary removal that will significantly change the placement of the student due to discipline for (1) removal from class or school for more than 10 consecutive school days, or (2) a series of removals from class or school that together total more than 10 school days in a school year and constitute a pattern of removal. Districts that wish to apply all IDEA procedures to Section 504 students should modify the following regulation accordingly.

OSER's 2022, "Dear Colleague Letter on Implementation of IDEA Discipline Provisions," cautions that while IDEA does not preclude a district from disciplining a child with a disability, disparities in the use of discipline may arise when implementing IDEA's discipline provisions. OCR and the U.S. Department of Justice, Civil Rights Division's May 2023, "Resource on Confronting Racial Discrimination in Student Discipline," provides additional resources and findings which address unlawful discrimination in the administration of student discipline.

Additionally, the U.S. Department of Education's 2023 publication, "Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates," provides that schools should objectively define disciplinary infractions in order to reduce subjectivity and ensure that consequences are

administered consistently and fairly without regard to race, sex, disability, or other student characteristics.

Due to the complexity of the issue, districts should proceed carefully when suspending or expelling students with disabilities~~,~~ and consult CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension or expulsion of a student with disabilities shall be in accordance with Board Policy 5144.1 - Suspension ~~and~~And Expulsion/Due Process and this administrative regulation.

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

Suspension

CSBA NOTE: Pursuant to 20 USC 1415(k)(1), 34 CFR 300.530, and ~~a~~the 1988 U.S. Supreme Court decision ~~(~~*Honig v. Doe*~~),~~ districts receiving funds under the IDEA may suspend a student with a disability for ~~no more than~~up to 10 consecutive school days, as long as the removal does not constitute a change in placement pursuant to 34 CFR 300.536. ~~Education Code 48903 specifies that a student may not~~However, pursuant to Education Code 48911, unless the student has been recommended for expulsion or suspended directly by the Board, a student may be suspended for no more than five consecutive school days for a given incident. The more restrictive law, which in this case is state law, applies. Pursuant to Education Code 48903, a student may not typically be suspended for more than 20 cumulative school days in a school year.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46715, explains that whether a bus suspension or "in-school suspension" would count as a day of suspension affecting the cumulative total depends on the unique circumstances of each case, such as whether bus transportation is part of the student's individualized education program (IEP). An "in-school suspension" or "supervised suspension classroom" as authorized by Education Code 48911.1 would not count towards the ~~10 consecutive or 20 cumulative school day~~ limit as long as the student is afforded the opportunity to continue to appropriately participate in the general curriculum, receive the services specified in the student's IEP, and participate with nondisabled students to the extent the student would have in the current placement. The district should be careful that such actions do not constitute a change of placement and carefully monitor such suspensions.

It is recommended that districts with questions regarding suspension of a student with disabilities consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent, principal, or designee may suspend a student ~~with a disability~~ from school for up to ~~10~~five consecutive school days, unless the suspension has been extended following a recommendation for ~~a single incident of misconduct, and~~expulsion. (Education Code 48911)

A student may usually be suspended from school for up to 20 cumulative school days, or 30 cumulative school days as permitted by Education Code 48903, in a school year as long as the pattern of suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from the student's current educational placement for disciplinary reasons constitutes a change of placement.

CSBA NOTE: Pursuant to 34 CFR 300.536, a change of placement is deemed to occur when a student with disabilities is removed for more than 10 consecutive school days. However, Education Code 48911 limits the suspension of a student to no more than five consecutive school days, unless that suspension is imposed directly by the Board pursuant to Education Code 48912 or the student's suspension has been extended pending expulsion. Because the more restrictive law applies, which in this case is state law, a student may usually be suspended for no more than five consecutive school days.

A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. ~~The~~A decision has been made that would result in the removal ~~is~~of the student for more than 10 consecutive school days

2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:

   a. The series of removals total more than 10 school days in a school year

   b. The student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals

   c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another

CSBA NOTE: Pursuant to 20 USC 1412(a)(1)(A) and 34 CFR 300.530, a "free appropriate public education" (FAPE) must be available to all students, including any student with a disability who has been suspended for more than 10 school days in the same school year. The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46716, clarifies that the district is not required to provide a student who has been suspended for more than 10 school days in a school year for disciplinary reasons exactly the same services in exactly the same setting as the student was receiving prior to the imposition of discipline. However, the special education and related services the student does receive must enable the student to continue to participate in the general curriculum and to progress toward meeting the goals set out in the student's IEP. The Analysis of Comments, 71 Fed. Reg. 156, pg. 46717, clarifies that services need not be provided when a student is removed for 10 school days or less, as long as the district does not provide services to nondisabled students removed for the same amount of time.

If a student's removal is determined to be a change of placement as specified in Items #1-2 above, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in the student's IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to the student or the student's parent/guardian when, as a result of a suspension, the student is excluded from school bus transportation. (Education Code 48915.5)

CSBA NOTE: The following paragraph is optional.

The principal or designee shall monitor the number of days, including portions of days, in which a student with an IEP has been suspended during the school year.

Interim Alternative Educational Placement Due to Dangerous Behavior

CSBA NOTE: 20 USC 1415(k) and 34 CFR 300.530 permit an interim alternative placement for 45 school days when a student with a disability, while on school grounds, while going to or coming from school, or at a school function, either (1) carries or possesses a weapon, (2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, or (3) inflicts serious bodily injury upon another person. "Serious bodily injury" is defined in 18 USC 1365 as bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty. This alternative placement decision may be made unilaterally by the district.

The term "weapon," as used below, refers to a "dangerous weapon" as defined in 18 USC 930 and includes any device which is capable of causing death or serious bodily injury. The term does not include a pocket knife with a blade of less than 2 1/2 inches in length.

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930

2. Knowingly possesses or uses illegal drugs

3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V

4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

CSBA NOTE: For requirements of the procedural safeguards notice, see AR 6159.1 - Procedural Safeguards ~~and~~And Complaints ~~for~~For Special Education.

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from the student's current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow the student to participate in the general education curriculum and to progress toward meeting the goals set out in the IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation, so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

~~CSBA NOTE:~~ CSBA NOTE: Pursuant to 34 CFR 300.530 and 300.536, a manifest determination meeting must be held within 10 school days of the decision to change a student's placement. A change of placement occurs when a student is, or would be, removed for more than 10 consecutive school days or the student has been subjected to a series of removals that constitute a pattern. However, Education Code 48911 limits the suspension of a student to no more than five consecutive school days, unless the student has been recommended for expulsion, or the student has been suspended by the Board pursuant to Education Code 48912.

A student with a disability who is also a foster youth or Indian child is afforded additional due process safeguards. Pursuant to Education Code 48853.5 and 48915.5, ~~as amended by AB 740 (Ch. 400, Statutes of 2022),~~ a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice and invitation to the manifestation determination meeting, involuntary transfer notice, and other documents and related information, as reflected in Items #1 and 2 below. See AR 5144.1 - Suspension ~~and~~And Expulsion/Due Process and BP/AR 6184 - Continuation Education.

The following procedural safeguards shall apply when a decision has been made to suspend a student with a disability ~~is suspended~~ for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504~~.~~

   If the student is a foster youth, the notice shall be given to the student's educational rights holder, attorney, and county social worker, and, if the student is an Indian child, the student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5; 20 USC 1415(k)(1)(H); 34 CFR 300.530)

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

   If the student is a foster youth or Indian child, the foster youth's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, shall be invited to participate in the manifestation determination review. (Education Code 48915.5)

   At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

   a. Caused by or had a direct and substantial relationship to the student's disability

   b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

      If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the student's conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student.

   If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

   The student shall be returned to the placement from which the student was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not a manifestation of the disability, the student may be disciplined in accordance with the procedures for students without disabilities.

   However, the student's IEP team shall determine services necessary to enable the student to participate in the general education curriculum in another setting and to allow the student to progress toward meeting the goals set out in the IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Due Process Appeals

CSBA NOTE: As specified below, 34 CFR 300.532 provides that either the district or the parent/guardian may appeal a placement decision by filing a due process complaint pursuant to 34 CFR 300.507 and 300.508. For details regarding the due process complaint, see BP/AR 6159.1 - Procedural Safeguards ~~and~~And Complaints ~~for~~For Special Education. In addition, the district may file a request that the hearing officer order a change of placement to an interim alternative setting for up to 45 days when the hearing officer determines that maintaining the current placement is substantially likely to result in injury to the student or others.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46723, clarifies that the burden of proof in due process hearings is on the party that is responsible for the issue going forward to the due process hearing officer, consistent with the U.S. Supreme Court's decision in *Schaffer v. Weast*. Thus, if the district has requested that a hearing officer remove a student to an interim alternative educational setting, the burden of persuasion at the hearing is on the district.

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances), 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), the parent/guardian may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

CSBA NOTE: Pursuant to 34 CFR 300.532, this due process hearing is the same as the impartial due process hearing held for other special education matters, except that the law specifies expedited timelines. For other due process hearing requirements, see BP/AR 6159.1 - Procedural Safeguards ~~and~~And Complaints ~~for~~For Special Education.

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

CSBA NOTE: There is no state or federal law that requires special procedures for readmission of expelled students with disabilities; however, districts have an ongoing obligation to make FAPE available to students with disabilities.

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting

shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

CSBA NOTE: For district criteria applicable to all students when the Board is considering whether to suspend the enforcement of an expulsion order, see BP 5144.1 - Suspension ~~and~~And Expulsion/Due Process. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel when considering the suspension of an expulsion order involving a special education student.

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

CSBA NOTE: Pursuant to 20 USC 1415(k)(6) and 34 CFR 300.535, the district is authorized to report crimes by students with disabilities to law enforcement in accordance with state law. Education Code 48902 provides procedures for these required notifications and Education Code 49076, requires any law enforcement authority to which information regarding a student with disabilities is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right. See also AR 5144.1 - Suspension ~~and~~And Expulsion/Due Process and BP 5131.7 - Weapons ~~and~~And Dangerous Instruments.

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in ~~AR~~Administrative Regulation 5144.1 - Suspension ~~and~~And Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that the student's information or records will not be disclosed to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

Report to County Superintendent of Schools

CSBA NOTE: Education Code 48203 requires the Superintendent to report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. Education Code 48203 specifies that it is the duty of the County Superintendent to examine the reports and, if any case exists in which the interest of the student or welfare of the state may need further examination, bring the reports to the attention of the Board and the County Board of Education.

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and

who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services

2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that the student was not an individual with a disability. (20 USC 1415(k)(5); 34 CFR 300.534)

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

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 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules of governing board
Ed. Code 48203	Reports of severance of attendance of disabled students

Ed. Code 48853.5	Foster youth and Indian child's representatives' right to receive notices
Ed. Code 48900-48925	Suspension and expulsion
Ed. Code 49076	Access to student records
Ed. Code 56000	Special education; legislative findings and declarations
Ed. Code 56320	Educational needs; requirements
Ed. Code 56321	Development or revision of individualized education program
Ed. Code 56329	Independent educational assessment
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56505	State hearing
Ed. Code 56521.2	Behavioral interventions
Pen. Code 245	Assault with deadly weapon
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Federal	**Description**
18 USC 1365	Serious bodily injury
18 USC 930	Weapons
20 USC 1412	State eligibility
20 USC 1414	Evaluations, eligibility determinations, individualized education programs, and educational placements
20 USC 1415	Procedural safeguards
21 USC 812	Schedule of controlled substances
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.530-300.537	Discipline procedures

Management Resources	**Description**
Court Decision	Honig v. Doe (1988) 484 U.S. 305
Court Decision	M.P. v. Governing Board of Grossmont Union High School District (1994) 858 F.Supp. 1044

Court Decision	Parents of Student W. v. Puyallup School District (1994 9th Cir.) 31 F.3d 1489
Court Decision	Schaffer v. Weast (2005) 546 U.S. 49
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
~~Ofc of Special Education & Rehabilitative Svcs Pub~~	~~Letter Commenting on Hearing Officer Authority to Determine whether Conduct is a Violation of Student Code of Conduct, July 2012~~
Ofc of Special Education & Rehabilitative Svcs Pub	Dear Colleague Letter on ~~Supporting the Needs of~~Ensuring Equity and Providing Behavioral Support to Students with Disabilities, ~~July 2022~~August 2016 (https://sites.ed.gov/idea/files/dcl-on-pbis-in-ieps-08-01-2016.pdf)
Ofc of Special Education & Rehabilitative Svcs Pub	Dear Colleague Letter on ~~Supporting the Needs~~Implementation of ~~Students with Disabilities~~IDEA Discipline Provisions, July 2022 (https://sites.ed.gov/idea/files/dcl-implementation-of-idea-discipline-provisions.pdf)
Ofc of Special Education & Rehabilitative Svcs Pub	Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions, July 2022 (https://sites.ed.gov/idea/files/guide-positive-proactive-approaches-to-supporting-children-with-disabilities.pdf)
Ofc of Special Education & Rehabilitative Svcs Pub	Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders, July 2022 (https://sites.ed.gov/idea/files/guide-positive-proactive-approaches-to-supporting-children-with-disabilities.pdf)
Office of Administrative Hearings	Parent v. Fairfield-Suisun Unified School District (2012) Case No. 2012030917
U.S. DOE, Office for Civil Rights Publication	Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973 (https://www2.ed.gov/about/offices/list/ocr/docs/504-discipline-factsheet.pdf)
U.S. DOE, Office for Civil Rights and U.S. Department of Justice, Civil Rights Division Publication	Resource on Confronting Racial Discrimination in Student Discipline, May 2023 (https://www2.ed.gov/about/offices/list/ocr/docs/tvi-student-discipline-resource-202305.pdf)
U.S. DOE	Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023 (https://www2.ed.gov/policy/gen/guid/school-discipline/guiding-principles.pdf)

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
3513.4	Drug And Alcohol Free Schools
3541.2	Transportation For Students With Disabilities
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances

5131.4	Student Disturbances
5131.62	Tobacco
5131.62	Tobacco
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.9	Hate-Motivated Behavior
6120	Response To Instruction And Intervention
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education

6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 5147: Dropout Prevention

Status: ADOPTED

Original Adopted Date: 07/01/2005 **| Last Revised Date:** ~~08~~09/01/~~2014~~2024 **| Last Reviewed Date:** ~~08~~09/01/~~2014~~2024

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

~~AB 97 (Ch. 47, Statutes of 2013) eliminated the Pupil Retention Block Grant (Education Code 41505-41508), which had provided funding for opportunity classes and programs; supplemental instruction; and dropout prevention and recovery programs, including educational clinics, alternative work centers, and the school-based student motivation and maintenance program. At their discretion, districts may use funding from the local control funding formula to provide services that support dropout prevention efforts.~~CSBA NOTE: The following optional policy may be modified to reflect district practice.

The Governing Board expects all students to remain in school until graduation in order to acquire critical knowledge and skills and be prepared for postsecondary education and/or employment. The Superintendent or designee shall identify factors that impede student success in school and shall implement integrated, systemic support and strategies that address dropout prevention and promote timely intervention and recovery.

CSBA NOTE: The California Department of Education (CDE) has identified strategies that have a positive effect in encouraging students to regularly attend school, which can be found on CDE's webpage, "School Attendance Improvement Strategies." Some of these practices include identifying and responding to grade level and student subgroup patterns of chronic absence and truancy; improving communication with parents/guardians, including using bilingual aides and sending out attendance emails in the language used by parents/guardians; positive reinforcement for improved attendance such as prizes for individuals or classes with the most improved attendance; and personalizing relationships between students and school support staff and/or teachers, including establishing homeroom classes for secondary students for all years of high school.

The Superintendent or designee, in collaboration with parents/guardians, school staff, and community agencies and organizations as appropriate, shall develop districtwide and schoolwide strategies that support regular school attendance for all students. Dropout prevention strategies shall include efforts to provide a safe and positive learning environment that engages and motivates students, encourages students' connectedness to the schools, offers meaningful educational opportunities, and promotes student health and well-being.

CSBA NOTE: Pursuant to Education Code 46211, as added by SB 153 (Ch. 38, Statutes of 2024), a district may, beginning July 1, 2025, implement attendance recovery programs for students in grades TK-12 to make up lost instructional time and offset absences, including chronic absenteeism for up to 10 days of attendance in a school year or the number of absences a student accrued in that school year, whichever is less. A student's participation in an attendance recovery program is optional and may not be punitive. Attendance recovery programs may be operated before or after school, on weekends, or during intersessional periods. A district that operates attendance recovery

programs must offer access to the programs throughout the school year, including at least once during each term, such as a trimester or quarter.

Students participating in an attendance recovery program may generate average daily attendance (ADA) for the school year in which the program is operated, and that otherwise meets the requirements of Education Code 46211. Districts are required to report ADA accrued through participation in an attendance recovery program to CDE separately from ADA generated during the school day in classroom-based programs. It is recommended that districts with questions about attendance recovery programs consult CSBA's District and County Office of Education Legal Services or district counsel.

In order to make up lost instructional time and offset absences, the district may implement attendance recovery programs. Any attendance recovery program shall be provided as a voluntary, limited-term option for a classroom-based, regular education program for students in grades TK-12 in accordance with Education Code 46211.

In addition, the Superintendent or designee shall develop strategies to provide targeted support to individual students who are at risk of dropping out of school. Students may be identified based on indicators such as chronic absenteeism, truancy, or tardiness; below-grade-level academic achievement as evidenced by student assessment results and/or teacher evaluations; and personal, social, health, or economic circumstances that may affect student performance and behavior in school.

Strategies to support students at risk of dropping out of school may include, but are not limited to:

1. Meetings and/or home visits with the student and parent/guardian to identify and address barriers to the student's success and inform them of the state's compulsory education law

2. Individualized instruction that responds to the needs and unique learning styles of students

CSBA NOTE: Pursuant to Education Code 46211, as added by SB 153, a district may implement attendance recovery programs for students to make up lost instructional time and offset absences, including chronic absenteeism.

3. Supplemental instruction during or outside the school day that is designed to help students overcome academic deficiencies, including attendance recovery programs

4. Enrollment in alternative or specialized educational programs

5. Assistance locating employment or work-based learning opportunities which link classroom learning with real-world experiences

6. Academic guidance and personal counseling services

7. Referral to a student success team, school attendance review board, or other team that addresses persistent attendance problems

CSBA NOTE: A student assistance program (SAP) is an integrated effort to intervene with students for ~~substance abuse, mental health, emotional, or social issues~~non-academic barriers to learning by connecting education, programs, and school and community services to create a network of supports for students~~.~~ through referral and facilitation of appropriate services. Non-academic barriers to learning include substance abuse; mental health issues including depression or suicidal thoughts or behavior, self-injury, stress and anxiety, or grief; emotional or social issues; school adjustment problems; trauma generated at school or home; attendance and dropout problems; physical and sexual abuse, or violence; gender issues; teen pregnancy and parenting; family issues, including dissolution, homelessness or displacement, family member mental health and substance use disorders, and relationship difficulties; parent or other family member incarceration; military deployment; or delinquency and involvement with the juvenile justice system. CDE's publication, "SAP Bulletin 11: Nine Components of SAPs," provides for recommended minimum requirements needed to reduce barriers to learning and ensure student success, including a board policy defining the school's role in creating a safe, disciplined, and drug-free learning community; staff development; program awareness; an internal referral process; a problem solving team and case management; SAP evaluation; educational student support groups; cooperation and collaboration with community agencies and resources; and integration with other school-based programs.

For resources related to the implementation of SAPs, see ~~the web sites of the California Department of Education and California SAP Resource Center~~CDE's, "Student Assistance Programs" and "School Attendance Improvement Strategies" webpages.

8. Referral to school and/or community support services, such as a student assistance program~~,~~; substance abuse program; health services~~,~~ or school nurse; school social worker or social services~~, a substance abuse program,~~; school counselor, school psychologist or other student support personnel for case management and counseling; and other resources

9. Continued monitoring of student attendance, including tracking student attendance and identifying students with attendance problems as early as possible, so the school may provide appropriate support services and interventions

10. Employment of qualified outreach consultants to perform duties related to dropout identification, prevention, intervention, and recovery as assigned

CSBA NOTE: Items #11-12 reflect recommendations from the Institute of Education Sciences' publication, "Preventing Dropout in Secondary Schools," to create small communities to facilitate monitoring and support, and to engage students by offering programs that connect schoolwork with college and career success and that improve students' capacity to manage challenges in and out of school.

11. Creating small, personalized learning communities to facilitate monitoring and support

12. Offering courses or programs that connect schoolwork with college and career success, including career technical education

CSBA NOTE: Education Code 52060~~, as added by AB 97 (Ch. 47, Statutes of 2013),~~ requires districts to develop a local control and accountability plan (LCAP) which includes goals and actions aligned with specified state priorities, including student engagement; see BP/AR 0460 - Local Control ~~and~~And Accountability Plan. Pursuant to Education Code 52060, student engagement should be measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, ~~and~~ high school graduation rates, as applicable, and any additional metrics developed and selected by the district. Actions identified to address other state priorities ~~(e.g.,~~ such as school climate~~,~~ and student achievement~~)~~, may also contribute to dropout prevention.

The strategies may be incorporated into the district's local control and accountability plan and linked to district goals for student engagement, school climate, and student achievement.

The Superintendent or designee shall ensure that employees are trained to support at-risk students and are prepared to implement intervention strategies or to make appropriate referrals to support services.

When a student leaves school prior to the end of a school year, or when a student successfully completed the prior school year but did not begin attending the next grade or school that ~~he/she~~the student was expected to attend or had pre-registered to attend, the Superintendent or designee shall make efforts to determine whether the student has dropped out or has transferred to another educational setting. The Superintendent or designee may contact the student's parents/guardians to verify school enrollment and, if necessary, shall implement intervention and recovery efforts.

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. CDE 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. The following paragraph reflects the Adjusted Cohort Graduation Rate 2024-25 FPM instrument.

The Superintendent or designee shall maintain required documentation for students who transfer from or otherwise withdraw from a school in the district. (20 USC 6311)

CSBA NOTE: The following optional paragraph reflects indicators specified in Education Code 52060, as measures of student engagement for purposes of the LCAP, and may be revised to reflect district practice and the grade levels offered by the district.

Using data submitted by districts through the California Longitudinal Pupil Achievement Data System~~, the California Department of Education~~ (CalPADS), CDE calculates four-year graduation and dropout rates for districts, schools, and counties.

Pursuant to Education Code 60900.2, as added by AB 1340 (Ch. 576, Statutes of 2023), and contingent upon an appropriation, CDE is required to post a report on its website that allows the public to view statewide-level four- and five-year cohort graduation rates for students with disabilities, disaggregated by disability.

The Superintendent or designee shall annually report to the Board on measures of student engagement, including school attendance rates, chronic absenteeism rates, middle school and high school dropout rates, and high school graduation rates. The Board shall monitor district progress in increasing student retention in school and may require revisions in district plans and strategies as needed.

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State	**Description**
Ed. Code 35160	Authority of governing boards
Ed. Code 46211	Attendance recovery programs
Ed. Code 48200	Compulsory education
Ed. Code 48260-48273	Truancy
Ed. Code 48400-48403	Compulsory continuation education
Ed. Code 48430-48438	Continuation education
Ed. Code 48660-48666	Community day schools
Ed. Code 49600-49604	Educational counseling
Ed. Code 51260-51269	Gang and substance abuse prevention curriculum
Ed. Code 51745	Independent study
Ed. Code ~~52060~~52059.5-52077	Local control and accountability plan
Ed. Code 52300-~~52334~~52462	~~Regional occupational centers and programs~~Career technical education
Ed. Code 54690-54697	Partnership academies
Ed. Code 60900-60901	California Longitudinal Pupil Achievement Data System
Ed. Code 64001	School plan for student achievement; consolidated application programs
W&I Code 18986.40-18986.46	Interagency children's services programs

Federal	**Description**
20 USC 6301-6322	Title I programs

Management Resources	**Description**
California Department of Education Publication	Adjusted Cohort Graduation Rate Program Instrument (https://www.cde.ca.gov/ta/cr/)

California Department of Education Publication	Student Assistance Programs (https://www.cde.ca.gov/ls/he/at/sap.asp)
California Department of Education Publication	SAP Bulletin 11: Nine Components of SAPs (https://www.cde.ca.gov/ls/he/at/sapninecomponents.asp)
California Department of Education Publication	School Attendance Improvement Strategies (https://www.cde.ca.gov/ls/ai/cw/attendstrategy.asp)
US Department of Education Publication	Every Student Succeeds Act High School Graduation Rate Non-Regulatory Guidance, January 2017 (https://www2.ed.gov/policy/elsec/leg/essa/essagradrateguidance.pdf)
CSBA Publication	Seize the Data: Using Chronic Absence Data to Drive Student Engagement, March 2024 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/Attendance-Brief-2024.ashx?la=en&rev=a3dd0ccb6e214e3fbe0a4e5d49e797f5)
CSBA Publication	California High School Graduation and Dropout Rates, Fact Sheet, May 2013 (https://www.csba.org/GovernanceAndPolicyResources/~/media/CSBA/Files/GovernanceResources/GovernanceBriefs/20130 5FactSheetHSGradRates.ashx)
Institute of Education Sciences Publication	Preventing Dropout in Secondary Schools, September 2017 (https://ies.ed.gov/ncee/WWC/Docs/PracticeGuide/wwc_dropout_092617.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	California Dropout Research Project
~~Website~~	~~California Student Assistance Program Resource Center~~
Website	National Dropout Prevention Center
Website	U.S. Department of Education
Website	CSBA
Website	California Department of Education, Dropout Prevention (https://www.cde.ca.gov/ls/ai/dp/)
Website	Institute of Education Sciences (https://ies.ed.gov/)

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan

4131	Staff Development
5030	Student Wellness
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5113.2	Work Permits
5113.2	Work Permits
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5136	Gangs
5136	Gangs
5137	Positive School Climate
5141.6	School Health Services
5141.6	School Health Services
5146	Married/Pregnant/Parenting Students
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6120	Response To Instruction And Intervention
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services

6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6177	Summer Learning Programs
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6179	Supplemental Instruction
6184	Continuation Education
6184	Continuation Education

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS – 6000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

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

- Board Policy 6000 - Concepts And Roles
- Board Policy 6112 - School Day
- Administrative Regulation 6112 - School Day
- Board Policy 6164.2 - Guidance/Counseling Services
- Board Policy 6177 - Summer Learning Programs
- Board Policy 6142.92 - Mathematics Instruction
- Board Policy 6152.1 - Placement in Mathematics Courses
- Administrative Regulation 6152.1 - Placement in Mathematics Courses
- Board Policy 6163.4 - Student Use of Technology
- Exhibit(1) 6163.4 - Student Use of Technology

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies, Administrative Regulations and Exhibits – 6000 series: Board Policy 6000 - Concepts And Roles, Board Policy 6112 - School Day, Administrative Regulation 6112 - School Day, Board Policy 6164.2 - Guidance/Counseling Services, Board Policy 6177 - Summer Learning Programs, Board Policy 6142.92 - Mathematics Instruction,
Board Policy 6152.1 - Placement in Mathematics Courses, Administrative Regulation 6152.1 - Placement in Mathematics Courses, Board Policy 6163.4 - Student Use of Technology and Exhibit(1) 6163.4 - Student Use of Technology.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
	N/A	

N/A	
(Amount)	(Name of funding source and/or location)

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

Policy 6000: Concepts And Roles **Status:** ADOPTED

Original Adopted Date: 09/01/1992 **| Last Revised Date:** ~~07~~06/01/~~2006~~2024 **| Last Reviewed Date:** ~~07~~06/01/~~2006~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice.

The Governing Board desires to provide a comprehensive, research-based curriculum in a supportive, positive, and engaging manner that motivates every student to succeed. The district's educational program shall provide students with rigorous opportunities to attain the academic, social and emotional skills, knowledge, and abilities they need to be successful in school, postsecondary education and/or employment, and develop to their full potential.

Strategies for improving the educational program shall take into consideration the needs of individual students and subpopulations of students~~.~~, including, but not limited to, social, emotional, and behavioral needs. Students who are failing or at risk of failing to meet academic standards shall be provided with alternative programs and/or supplemental assistance designed to raise achievement.

~~Inasmuch as parents~~ Parents/guardians are critical partners in their children's education~~, parents/guardians~~ and shall be provided with opportunities to be meaningfully involved both in support of their children's education program at school and with learning at home.

CSBA NOTE: The following paragraph includes concepts from the California Department of Education's 2023 publication, "California State Plan for Career Technical Education: A Vision for Equity and Excellence in CTE."

The district's goal of student success may be achieved through regional coordination, collaboration, and alignment between the school, parents/guardians, and the community, including district support for innovative programs and practices that promote student engagement, growth, understanding, achievement, and career exploration.

~~The Board shall:~~To support the district's educational program, the Board shall:

1. Establish standards of student achievement for core subjects at each grade level that are aligned with the district's vision for student learning, the specific needs and strengths of the students, the expectations of parents/guardians and the community, and available resources

2. Establish graduation requirements

3. Ensure that a process is in place, involving teachers, administrators, students, and parents/guardians, for the development and review of the district's curriculum

4. Adopt the district curriculum and courses of study to be offered

5. Adopt textbooks and other instructional materials

6. Support the professional staff's implementation of the curriculum by providing consistent policy direction, allocating resources based on educational program priorities, ensuring that collective bargaining agreements do not constrain the district's ability to achieve curricular goals, recognizing staff accomplishments, and including reasonable annual goals related to student learning in the Superintendent evaluation process

7. Provide a continuing program of professional development to keep instructional staff, administrators, and Board members updated about current issues and research pertaining to curriculum, instructional strategies, and student assessment

8. Review and evaluate the educational program on the basis of state and federal accountability measures, disaggregated student achievement data, and other indicators and ensure that evaluation results are used to improve programs, curriculum, and/or instructional practices as necessary to enhance student achievement

9. Communicate clear information about district instructional goals, programs, and progress in student achievement to the community and media

The Superintendent or designee shall:

1. Review research related to curriculum issues

2. Select and/or develop curricula for recommendation to the Board in accordance with the district's curriculum development and review process

3. Ensure the articulation of the curriculum between grade levels and with postsecondary education and the workplace

4. Determine the general methods of instruction to be used

5. Assign instructors and schedule classes for all curricular offerings

6. Recommend instructional materials to the Board and direct the purchase of approved materials and equipment

7. Evaluate and report to the Board on student achievement as demonstrated through testing and other types of appraisal, and recommend necessary changes in curriculum, programs, and instruction as indicated by student performance data

CSBA NOTE: The following section is optional. 5 CCR 4424 requires districts to demonstrate comparability of services as a condition of receiving grants for compensatory education programs. In addition, 20 USC 6321 mandates districts receiving Title I funds to have policy on comparability in instruction; see BP/AR 6171 - Title I Programs for language fulfilling this mandate.

The district shall provide comparable educational opportunities for all students. Instruction in the core curriculum shall be in no way diminished when students receive supplementary services funded by special governmental programs. Services funded by any categorical program shall supplement, not supplant, the district-provided core curriculum and any services which may be provided by other categorical programs.

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State	Description
5 CCR 3940	Maintenance of effort
5 CCR 4424	Comparability of services
Ed. Code 51000-~~51007~~51009	Legislative intent; educational program

Federal	Description
20 USC 6321	Fiscal requirements/comparability of services

Management Resources	Description
California Department of Education Publication	California State Plan for Career Technical Education: A Vision for Equity and Excellence in CTE, March 2023 (https://www.cde.ca.gov/ci/ct/gi/documents/adoptedcactepla n2023.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials

1312.2-E(1)	Complaints Concerning Instructional Materials
1700	Relations Between Private Industry And The Schools
2140	Evaluation Of The Superintendent
3100	Budget
3100	Budget
3512	Equipment
3512-E(1)	Equipment
4113	Assignment
4113	Assignment
4131	Staff Development
4143	Negotiations/Consultation
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4243	Negotiations/Consultation
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5131.9	Academic Honesty
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6112	School Day
6112	School Day
6117	Year-Round Schedules
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.5	Environmental Education
6143	Courses Of Study

6143	Courses Of Study
6145.8	Assemblies And Special Events
6146.1	High School Graduation Requirements
6146.5	Elementary/Middle School Graduation Requirements
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178.1	Work-Based Learning
6178.1	Work-Based Learning

6179	Supplemental Instruction
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9000	Role Of The Board
9240	Board Training
9310	Board Policies

Policy 6112: School Day

Status: ADOPTED

Original Adopted Date: 09/01/1988 **| Last Revised Date:** ~~12~~09/01/~~2021~~2024 **| Last Reviewed Date:** ~~12~~09/01/~~2021~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice. California law specifies the minimum length of the school day for elementary and secondary schools~~; see~~ , which are reflected in the accompanying administrative regulation. In its , "Frequently Asked Questions," about attendance accounting and instructional time for independent study, the California Department of Education ~~(CDE)~~ has clarified that the same minimum school day requirements apply to ~~traditional~~ independent study as for students attending in-person instruction; for more information regarding instructional minutes as they relate to independent study, see BP/AR 6158 – Independent Study.

The Governing Board shall fix the length of the school day in accordance with law. (Education Code 46100)

At each school, the length of the school day shall be the same for all students, except as otherwise permitted by law. For any student with a disability, the length of the school day shall be as specified in the student's individualized education program or Section 504 plan.

CSBA NOTE: The following ~~optional paragraph is~~two paragraphs are for use by districts that maintain ~~elementary schools and may be modified to reflect district practice.~~any of grades K-6. Pursuant to Education Code ~~33350, CDE encourages~~49056, as added by SB 291 (Ch. 863, Statutes of 2023) and amended by SB 153 (Ch. 38, Statutes of 2024), districts that maintain any of grades K-6 are required to provide ~~daily~~ recess ~~periods~~as specified below, except that for ~~elementary~~any student with a disability, recess is required to be in accordance with the student's individualized education program or Section 504 plan. SB 153 clarifies that the recess requirements specified below do not apply to (1) students~~, featuring time for unstructured but supervised play. The Superintendent of Public Instruction's Task Force on Obesity, Type 2 Diabetes, and Cardiovascular Disease recommends that~~ in grades 7-12, even if the school also serves students in grades K-6 ~~be provided with recess or other~~, or (2) students in grade 6 where grade 6 is part of a middle school program or part of a program that serves some or all of students in grades 6-12 if the students receive physical ~~activity breaks at least once per 120 minutes of instruction. The National Association for Sport and Physical~~education as specified in Education ~~recommends daily recess breaks of at least 20 minutes each day.~~Code 51222. For information regarding the prohibition against denying a student recess, see BP 5144 – Discipline.

~~The~~Unless there is a field trip or other educational program, the daily schedule for ~~elementary schools~~grades K-6 shall include at least one ~~period~~or more periods of recess of at least ~~20~~30 minutes~~, during which~~ on regular instructional days and 15 minutes on early release days. During this time, students shall be provided supervised opportunities, outdoors when weather and air quality permit unless space is not sufficient in which case recess may be held indoors, to engage in unstructured physical activity~~.~~, play, organized games, and/or social engagement with peers, and may be provided a snack. (Education Code 49056)

Educational Program means the entire school-sponsored offering for students, including in-class and out-of-class activities. (Education Code 49056)

CSBA NOTE: The remainder of this policy only applies to districts that maintain secondary schools and may be modified to reflect district practice.

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities and equipment, and applicable legal requirements.

The Board encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

Prior to implementing a block or alternative schedule that will allow secondary students to attend school for fewer school days than the total number of school days for which the school is in session, the Board shall consult in good faith, in an effort to reach agreement with the certificated and classified employees of the school, parents/guardians of the students who would be affected by the change, and the community at large. Such consultation shall include at least one public hearing for which the Board shall give adequate notice to the employees and to the parents/guardians of affected students. (Education Code 46162)

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State	Description
Ed. Code 37202	Equal time in all schools
Ed. Code 37670	Year-round schools
Ed. Code 46010	Total days of attendance
Ed. Code 46100	Length of school day
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46120	Expanded learning opportunities
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 46148	School day for middle and high school
Ed. Code 46160-46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46170	Continuation schools; minimum day

Ed. Code 46180	Opportunity schools; minimum day
Ed. Code 46191	Attendance for adults in correctional facilities
Ed. Code 46200-~~46206~~46208	~~Minimum instructional time~~Incentives for longer instructional days and year
Ed. Code 48200	~~Minimum school day~~Compulsory full-time education
Ed. Code 48663	Community day school; minimum school day
Ed. Code 48800-48802	Concurrent enrollment in community college
Ed. Code 49056	Recess
Ed. Code 51222	Physical education; instructional minutes
Ed. Code 51720-51724	Evening high school for minors
Ed. Code 51760-51769.5	Work experience education
Ed. Code 52325	Regional occupational center; minimum day
Ed. Code 8970-8974	Early primary program, including extended-day kindergarten
Management Resources	**Description**
California Department of Education Publication	Conducting Individualized Determinations of Need (https://www.cde.ca.gov/sp/se/ac/sept2021leaguidance.asp#:~:text=Determining%20service%20and%20support%20needs%20for%20students%20with%20disabilities%20should,progress%20in%20meeting%20IEP%20goals.)
~~California Department of Education Publication~~	~~Clarifications for Student Learning in Quarantine, 2021~~
California Department of Education Publication	~~2021-22~~ AA & IT Independent Study FAQs (https://www.cde.ca.gov/fg/aa/pa/instructionaltimefaq.asp#itis)
~~NASPE Position Statement~~	~~Recess for Elementary School Students, 2006~~
State Board of Education Policy Statement	99-03 Physical Education (PE) Requirements for Block Schedules, July 2006
~~U.S. Department of Education Publication~~	~~Extending Learning Time for Disadvantaged Students, August 1995~~
~~WestEd~~WestEd Publication	Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005
Website	CSBA District and County Office of Education Legal Services
Website	WestEd
Website	National Association for Sport and Physical Education
Website	State Board of Education

Website	U.S. Department of Education
Website	California Department of Education

Cross References

Code	Description
3516.5	Emergency Schedules
5030	Student Wellness
5113	Absences And Excuses
5113	Absences And Excuses
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6000	Concepts And Roles
6111	School Calendar
6117	Year-Round Schedules
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145.8	Assemblies And Special Events
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6178	Career Technical Education

6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6179	Supplemental Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education
9320	Meetings And Notices

Regulation 6112: School Day

Status: ADOPTED

Original Adopted Date: 11/01/2006 **| Last Revised Date:** ~~12~~09/01/~~2021~~2024 **| Last Reviewed Date:** ~~12~~09/01/~~2021~~2024

CSBA NOTE: The following optional administrative regulation specifies minimum and maximum school days for each grade level as provided by law. The district may revise this regulation to reflect district practice.

Pursuant to Education Code 46114, the minimum school day in grades K-8 may be computed by determining the average number of minutes over 10 consecutive school days (i.e., the number of minutes of attendance in any 10 consecutive school days, divided by 10). Education Code 46142 authorizes the minimum school day in junior high and high schools to be computed by averaging the number of minutes over two consecutive school days. The district will be in compliance if the average is at least the minimum day required by law, even if the number of minutes in any one school day is less than the minimum required school day specified below. However, Education Code 46114 and 46142 provide that no single school day may be less than 60 minutes for kindergarten, 170 minutes for grades 1-3, or 180 minutes for grades 4-12.

Education Code 46201 and 46207 require districts that have reached their local control funding formula (LCFF) funding target, as well as districts that received longer day or longer year funding prior to the implementation of the LCFF, to offer at least the following instructional minutes per school year: 36,000 minutes for kindergarten, 50,400 for grades 1-3, 54,000 for grades 4-8, and 64,800 for grades 9-12. Pursuant to Education Code 46201 and 46207, if this requirement is not met for any grade level, a portion of the district's LCFF allocation will be withheld.

Kindergarten/Transitional Kindergarten

CSBA NOTE: The following section is for use by districts that maintain kindergarten and transitional kindergarten (TK) classes. Education Code 37202 permits districts to maintain kindergarten or TK classes for different lengths of time during the school day, either at the same or different school sites. Districts offering kindergarten or TK classes for different lengths of time are still required to meet the minimum and maximum length of school day described below.

Kindergarten and transitional kindergarten (TK) classes in district schools may be maintained for different lengths of time, either at the same or different school sites. (Education Code 37202)

CSBA NOTE: Education Code 46117 establishes a minimum school day of three hours (180 minutes) for kindergarten students. However, pursuant to Education Code 46119, if a district has fewer than 40 kindergarten students, the Governing Board may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, including recesses, taught on the same day by the same teacher.

The average school day for kindergarten and TK students shall be at least three hours, including recesses but excluding noon intermissions. If fewer than 40 students are enrolled in kindergarten classes, the district may request approval of the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each. (Education Code 46114, 46115, 46117, 46119)

CSBA NOTE: Education Code 46111 limits the maximum length of the school day for kindergarten to four hours, not counting recesses, except where the school is operating an early primary program pursuant to Education Code 8970-8974 or an expanded learning opportunity program established pursuant to Education Code 46120~~, as added by AB 130 (Ch. 44, Statutes of 2021)~~.

In any school day, kindergarten and/or TK students shall not be kept in school for longer than four hours, excluding recesses, except where the school is operating an early primary program pursuant to Education Code 8970-8974 or an expanded learning opportunity program pursuant to Education Code 46120. (Education Code 46111, 46115, 46120)

CSBA NOTE: The following optional paragraph is for use by districts that have established an early primary program pursuant to Education Code 8970-8974 in order to provide an integrated, experiential, and developmentally appropriate educational program with specified components for students in prekindergarten through grade 3. Education Code 8973 provides that the kindergarten school day in such programs may exceed four hours under the conditions described below, although districts do not receive additional apportionment funds for the excess time.

In any district school operating an early primary program pursuant to Education Code 8970-8974, the kindergarten school day may exceed four hours, excluding recess, if both of the following conditions are met: (Education Code 8973)

1. The Governing Board has declared that the extended-day kindergarten program does not exceed the length of the primary school day~~.~~

2. The extended-day kindergarten program includes ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program~~.~~

CSBA NOTE: The following paragraph is optional. Although Education Code 46111 provides that recess shall be excluded from determining the maximum school day, it is the interpretation of the California Department of Education (CDE) that recess time may be counted as instructional minutes, at the district's discretion, if teacher supervision occurs.

Under an extended day kindergarten program, recess may be counted as instructional minutes for purposes of determining the maximum school day if it occurs under teacher supervision.

CSBA NOTE: The following optional paragraph is for use by districts that maintain multitrack year-round schools pursuant to Education Code 37670.

In any multitrack year-round school operating pursuant to Education Code 37670, the kindergarten school day may be up to 265 minutes, excluding recesses. (Education Code 46111)

CSBA NOTE: Pursuant to Education Code 48003, districts are required to provide an annual report to CDE regarding the type of kindergarten program offered by the district, including part day, full day, or both, by completing the School Information Form 2017 located on CDE's ~~web site~~website. The form also includes the type(s) of TK program offered.

The Superintendent or designee shall annually report to the California Department of Education as to whether the district's kindergarten and TK programs are offered full day, part day, or both. (Education Code 48003)

Grades 1-8

CSBA NOTE: The following section is for use by districts that maintain any of grades 1-8 and should be modified to reflect the grade levels offered by the district.

Except as otherwise provided by law, the school day for elementary and middle school students shall be:

1. At least 230 minutes for students in grades 1-3, unless the Board has prescribed a shorter school day because of lack of school facilities requiring double sessions, in which case the minimum school day shall be 200 minutes (Education Code 46112)

2. At least 240 minutes for students in grades 4-8 (Education Code 46113, 46142)

In determining the number of minutes for purposes of compliance with the minimum school day for students in grades 1-8, both noon intermissions and recesses shall be excluded. (Education Code 46115)

CSBA NOTE: The following optional paragraph is for any district maintaining a middle school, except a rural school district. Pursuant to Education Code 46148, the school day for a middle school is required to begin no earlier than 8:00 am.

The school day for a middle school shall begin no earlier than 8:00 a.m. (Education Code 46148)

Grades 9-12

CSBA NOTE: The following section is for use by districts that maintain any of grades 9-12 and may be modified to reflect the grade levels offered by the district.

The school day for a high school shall begin no earlier than 8:30 a.m. (Education Code 46148)

CSBA NOTE: In its, "Frequently Asked Questions" ~~about~~," about attendance accounting and instructional time for independent study, CDE has clarified that the same minimum school day requirements apply to ~~traditional~~ independent study as for students attending in-person instruction; for more information regarding instructional minutes as they relate to independent study, see BP/AR 6158 – Independent Study.

The school day for students in grades 9-12, including students in the ~~traditional~~ independent study program, shall be at least 240 minutes. (Education Code 46141, 46142)

CSBA NOTE: The following list should be revised to reflect programs offered by the district.

However, the school day may be less than 240 minutes when authorized by law. Programs that have a minimum school day of 180 minutes include, but are not necessarily limited to:

1. Continuation high school or classes (Education Code 46141, 46170)

2. Opportunity school or classes (Education Code 46141, 46180)

3. Regional occupational center (Education Code 46141, 52325)

4. Work experience education program approved pursuant to Education Code 51760-51769.5 (Education Code 46141, 46144)

   A student in grade 12 who is enrolled in work experience education and is in the last semester or quarter before graduation may, upon written request by the student's parent/guardian or the student, if 18 years of age or over, be permitted to attend school for less than 180 minutes per school day if all requirements for graduation would be completed,

except physical education courses, in less than 180 minutes each day. (Education Code 46147)

5. Concurrent enrollment in a community college pursuant to Education Code 48800-48802 or, for students in grades 11-12, part-time enrollment in classes of the California State University or University of California, provided academic credit will be awarded upon satisfactory completion of enrolled courses (Education Code 46146)

6. An early college high school or middle college high school, provided the students are enrolled in community college or college classes in accordance with ~~item~~Item #5 above (Education Code 46141, 46146.5)

7. Special day or Saturday vocational training program conducted under a federally approved plan for career technical education (Education Code 46141, 46144)

~~8. Adult education classes (Education Code 46190)~~

CSBA NOTE: The following optional paragraph is for use by districts that operate an evening high school pursuant to Education Code 51720-51724.

For an evening high school operated pursuant to Education Code 51720-51724, the number of days, specific days of the week, and number of hours during which the program shall be in session may be determined by the Board. (Education Code 46141, 51721)

Students in grade 12 shall be enrolled in at least five courses each semester or the equivalent number of courses each quarter. This requirement shall not apply to students enrolled in regional occupational centers or programs, courses at accredited postsecondary institutions, independent study, special education programs in which the student's individualized education program establishes a different number of courses, continuation education classes, work experience education programs, or any other course of study authorized by the Board that is equivalent to the approved high school course of study. (Education Code 46145)

Alternative Block Schedule for Secondary Schools

CSBA NOTE: The following optional section is for use by districts that choose to create a block schedule pursuant to Education Code 46160-46162; for information regarding actions required prior to implementing a block or alternative schedule, see the accompanying Board policy. In establishing a block schedule, the district should be aware of state law (Education Code 51222) that requires secondary students to attend physical education courses for at least 400 minutes each 10 school days; for more information regarding instructional minutes as it relates to physical education, see AR 6142.7 - Physical Education and Activity. Although the daily alternating block schedule, often referred to as the A/B block schedule, does fulfill the requirement for physical education minutes, other block schedules do not and thus require a waiver from the State Board of Education (SBE~~). See~~); see SBE Waiver Policy #99-03 for waiver criteria.

In order to establish a block or other alternative schedule or to accommodate career technical education and regional occupational center/program courses, the district may authorize students to attend fewer than the total number of days in which school is in session provided that students attend classes for at least 1,200 minutes during any five school day period or 2,400 minutes during any 10 school day period. (Education Code 46160)

CSBA NOTE: The following optional paragraph is for use by districts that maintain an early college high school or middle college high school. Pursuant to Education Code 46160 such districts may schedule classes in these schools so that students who satisfy the provisions of Education Code 46146.5 in regard to part-time enrollment at community college, the California State University, or the University of California attend classes for at least 900 minutes during any five-school day period or 1,800 minutes during any 10-school day period.

An early college high school or middle college high school may be scheduled so that students attend classes for at least 900 minutes during any five-school day period or 1,800 minutes during any 10-school day period. (Education Code 46160)

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State	Description
Ed. Code 37202	Equal time in all schools
Ed. Code 37670	Year-round schools
Ed. Code 46010	Total days of attendance
Ed. Code 46100	Length of school day
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46120	Expanded learning opportunities
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 46148	School day for middle and high school
Ed. Code 46160-46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46170	Continuation schools; minimum day
Ed. Code 46180	Opportunity schools; minimum day
Ed. Code 46191	Attendance for adults in correctional facilities
Ed. Code 46200-~~46206~~46208	~~Minimum instructional time~~Incentives for longer instructional days and year
Ed. Code 48200	~~Minimum school day~~Compulsory full-time education
Ed. Code 48663	Community day school; minimum school day
Ed. Code 48800-48802	Concurrent enrollment in community college
Ed. Code 49056	Recess

Ed. Code 51222	Physical education; instructional minutes
Ed. Code 51720-51724	Evening high school for minors
Ed. Code 51760-51769.5	Work experience education
Ed. Code 52325	Regional occupational center; minimum day
Ed. Code 8970-8974	Early primary program, including extended-day kindergarten
Management Resources	**Description**
California Department of Education Publication	Conducting Individualized Determinations of Need (https://www.cde.ca.gov/sp/se/ac/sept2021leaguidance.asp#:~:text=Determining%20service%20and%20support%20needs%20for%20students%20with%20disabilities%20should,progress%20in%20meeting%20IEP%20goals.)
~~California Department of Education Publication~~	~~Clarifications for Student Learning in Quarantine, 2021~~
California Department of Education Publication	~~2021-22~~ AA & IT Independent Study FAQs (https://www.cde.ca.gov/fg/aa/pa/instructionaltimefaq.asp#itis)
~~NASPE Position Statement~~	~~Recess for Elementary School Students, 2006~~
State Board of Education Policy Statement	99-03 Physical Education (PE) Requirements for Block Schedules, July 2006
~~U.S. Department of Education Publication~~	~~Extending Learning Time for Disadvantaged Students, August 1995~~
~~WestEd~~WestEd Publication	Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005
Website	CSBA District and County Office of Education Legal Services
Website	WestEd
Website	National Association for Sport and Physical Education
Website	State Board of Education
Website	U.S. Department of Education
Website	California Department of Education

Cross References

Code	**Description**
3516.5	Emergency Schedules
5030	Student Wellness
5113	Absences And Excuses
5113	Absences And Excuses

5141.22	Infectious Diseases
5141.22	Infectious Diseases
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6000	Concepts And Roles
6111	School Calendar
6117	Year-Round Schedules
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145.8	Assemblies And Special Events
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6179	Supplemental Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School

6185	Community Day School
6200	Adult Education
6200	Adult Education
9320	Meetings And Notices

Policy 6164.2: Guidance/Counseling Services

Status: ADOPTED

Original Adopted Date: 11/01/2007 **| Last Revised Date:** ~~09~~06/01/~~2022~~2024 **| Last Reviewed Date:** ~~09~~06/01/~~2022~~2024

CSBA NOTE: The following optional Board policy should be revised to reflect district practice. Education Code 49600~~, as amended b AB 2508 (Ch. 153, Statutes of 2022)~~ urges districts to offer students a comprehensive educational counseling program that is implemented in a structured and coherent manner within a Multi-Tiered Systems of Support framework~~.~~ (MTSS). Pursuant to Education Code 49600~~, as amended by AB 2508~~, specialized services offered under such a program must be provided by appropriately credentialed school counselors.

SB 114 (Ch. 48, Statutes of 2023) provides grant funding to eligible districts to establish safe, healthy, and supportive learning opportunities and environments in schools, which include, implementation of high quality integrated academic, behavioral, and social and emotional learning practices or services aligned to the MTSS.

The Governing Board recognizes that a structured, coherent, and comprehensive counseling program promotes academic achievement and growth, and serves the diverse needs of district students. The district shall provide an educational counseling program that offers students services and supports within a Multi-Tiered Systems of Support (MTSS) framework, in accordance with law. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career and vocational goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning and well-being.

CSBA NOTE: Pursuant to Education Code 44266 and 5 CCR 80049-80049.1, persons authorized to provide services in school counseling, school psychology, or school social work must possess a Pupil Personnel Services (PPS) credential, with the appropriate specialization, issued by the Commission on Teacher Credentialing (CTC).

In order to have more qualified mental health professionals who are certified to provide child welfare and attendance services, Education Code 44266, as amended by SB 223 (Ch. 175, Statutes of 2023), permits flexibility for PPS credential holders to receive authorization to provide child welfare and attendance services by either completing: (1) a CTC-approved program of supervised field experience that includes direct classroom contact, jointly sponsored by a school district and a college or university, or (2) a CTC-approved program of professional preparation offered by a local educational agency.

The Superintendent or designee shall ensure that all persons employed to provide direct school counseling, school psychology, school social work services ~~to students~~, child welfare and attendance services, and/or to implement equitable school programs and services that support students' academic and social and emotional development and college and career readiness ~~shall~~ possess the

appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of such positions shall be clearly defined in a job description.

CSBA NOTE: The following optional list may be revised to reflect district practice. Education Code 49600~~, as amended by AB 2508,~~ expresses the Legislature's intent that school counselors fulfill the following responsibilities.

Responsibilities of school counselors include, but are not limited to:

1. Engaging with, advocating for, and providing all students with direct services, such as individual counseling, group counseling, risk assessment, crisis response, and instructional services, including mental health and behavioral, academic, and postsecondary educational services, and indirect services, including but not limited to, positive school climate strategies, teacher and parent/guardian consultations, and referrals to public and private community services

2. Planning, implementing, and evaluating school counseling programs

3. Working within a MTSS that uses multiple data sources to monitor and improve student behavior, attendance, engagement, and achievement

4. Developing, coordinating, and supervising comprehensive student support systems in collaboration with teachers, administrators, other pupil personnel services professionals, families, community partners, and community agencies, including county mental health agencies

5. Promoting and maintaining a safe learning environment for all students by providing restorative practices, positive behavior interventions, and support services, and by developing and responding with a variety of intervention strategies~~, and using those strategies,~~ to meet individual, group, and school community needs before, during, and after a crisis

6. Intervening to ameliorate school-related problems, including problems related to chronic absences and retention

7. Using research-based strategies to promote mental wellness, reduce mental health stigma, and to identify characteristics, risk factors, and warning signs of students who develop, or are at risk of developing, mental health and behavioral disorders and who experience, or are at risk of experiencing, mistreatment, including mistreatment related to any form of conflict or bullying

8. Improving school climate and student well-being by addressing the mental and behavioral health needs of students during a period of transition, separation, heightened stress, and critical changes, accessing community programs and services to meet those needs, and providing other appropriate services

9. Enhancing students' social and emotional competence, character, health, civic engagement, cultural literacy, and commitment to lifelong learning and the pursuit of high-quality educational programs

CSBA NOTE: Item #10 below may be revised to specify only English learners, students eligible for free and reduced-price meals, and foster youth, as provided in Education Code 49600. However, a district is permitted to provide such services to other categories of students who may be in need, such as students experiencing homelessness

10. Providing counseling services for unduplicated students who are classified as English learners, ~~or foster youth, homeless children, and students~~ eligible for free and reduced-priced meals, foster youth, and/or experiencing homelessness, including interventions and support services that enhance equity and access to appropriate education systems and public and private services

11. Engaging in continued development as a professional school counselor

Educational And Career Counseling

CSBA NOTE: The following optional section is for use by districts that maintain any of grades 7-12 and may be revised to reflect district practice and the grade levels offered by the district.

Beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions. (Education Code 221.5)

CSBA NOTE: Items #1-5 below reflect required components of educational counseling programs specified in Education Code 49600~~, as amended by AB 2508~~.

The educational counseling program shall include academic counseling and postsecondary services, in the following areas (Education Code 49600):

1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans

2. Optimizing progress towards achievement of proficiency standards and competencies

3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes

4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to colleges and universities, standardized admissions tests, and financial aid

CSBA NOTE: Pursuant to Education Code 49600, educational counseling must include career and vocational counseling as described in Item #5 below. ~~As amended by AB 2508, Education Code 49600 requires that professional development related to career and vocational counseling include strategies for counseling students pursuing postsecondary education, career technical education, multiple pathways, college, and global career opportunities.~~

5. High-quality career programs at all grade levels in which students are assisted in doing all of the following:

a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition

b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success

c. Developing work self-efficacy for the ever-changing work environment, the changing needs of the workforce, and the effects of work on quality of life

d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options

e. Understanding the value of participating in career technical education pathways, programs, and certifications, including, but not limited to, those related to regional occupational programs and centers, the federal program administered by the ~~United States~~U. S. Department of Labor offering free education and vocational training to students, known as "Job Corps," the California Conservation Corps, work-based learning, industry certifications, college preparation and credit, and employment opportunities

f. Understanding the need to develop essential employable skills and work habits

~~CSBA NOTE: Education Code 49600, as amended by AB 2508, adds the following component to educational counseling programs, reflected below.~~

g. Understanding entrance requirements to the U.S. Armed Forces ~~of the United States~~, including the benefits of the Armed Services Vocational Aptitude Battery (ASVAB) test

CSBA NOTE: In addition to the required components listed above, Education Code 49600, ~~as amended by AB 2508,~~ includes a list of optional components which a district may, at its discretion, offer as part of the educational counseling program.

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with their peers, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for students who fail to meet graduation requirements to continue with their education.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education. (Education Code 48431)

CSBA NOTE: Education Code 54680-54685, as added by AB 278 (Ch. 424, Statutes of 2023), establishes the Dream Resource Grant Program with the goal of creating Dream Resource Centers at schools that serve students in grades 9-12. The funds may be used to create a center or to supplement, but not supplant, funding for an existing center. The following paragraph is for districts that receive such grant funding.

To enhance the educational counseling program and assist students in reaching their educational and professional goals, the district shall provide students in grades 9-12 with financial aid support; social services support; state-funded immigration legal services; academic opportunities; and parent/guardian and family workshops. (Education Code 54680, 54683)

CSBA NOTE: ~~As amended by AB 2508,~~ Education Code 49600 ~~also~~ permits districts to offer mental and behavioral health services as provided in the following paragraph. For more information regarding staff development related to the recognition of mental health warning signs, see BP 5141.5 - Mental Health and BP/AR 5141.52 – Suicide Prevention.

As part of the district's educational counseling program, students may be offered mental and behavioral health services under which a student may receive prevention, intervention, short-term counseling services, and mental health related classroom instruction to reduce stigma and increase awareness of counseling support services.

CSBA NOTE: Education Code 221.5 prohibits school counselors from offering vocational or school program guidance to a student of one sex that is different from that offered to a student of the opposite sex. ~~In addition~~Additionally, 5 CCR 4930 prohibits discrimination in counseling programs to the same extent that discrimination is prohibited in all other district programs and activities. Prohibited bases for discrimination in district programs are specified in BP 0410 - Nondiscrimination in District Programs and Activities.

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in ~~BP~~law or Board Policy 0410 - Nondiscrimination in District Programs and Activities.

~~In addition~~Additionally, counselors shall affirmatively explore with a student the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex. (Education Code 221.5)

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students~~.~~, unless such different materials cover the same occupations and interest areas and the use of such materials is essential to the elimination of bias and discrimination. (5 CCR 4931)

CSBA NOTE: 20 USC 7908 requires districts receiving funds under the Elementary and Secondary Education Act (ESEA) to provide military recruiters with the same access to students as is provided to colleges and prospective employers. Districts that do not grant similar access may lose those funds, and, pursuant to 10 USC 503, may be subject to specific interventions, such as notification to the Governor and Congress, so that public officials can work with the district. Districts that do not receive ESEA funds and that choose to grant access to college and employment recruiters should do so on a nondiscriminatory basis. Education Code 49603 provides that military service recruiters may not be denied on-campus access to students in grades 9-12 if the district provides such access to other employers. For information regarding military recruiter access to student directory information, see BP/AR 5125.1 - Release of Directory Information.

Option 1 below is for use by districts that choose to adopt a policy that permits college and employment recruiters, including military recruiters, access to students. Option 2 is for districts that choose to adopt a policy that does not permit such access.

~~OPTION 1:~~ ~~(Districts with policy that permits college, employment, and military recruiters access to students)~~

~~Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)~~

~~OPTION 1 ENDS HERE~~

OPTION 2: (Districts with policy that prohibits college, employment, and military recruiters access to students)

Colleges and prospective employers, including military recruiters, shall not have access to students for recruiting purposes. (Education Code 49603; 10 USC 503)

OPTION 2 ENDS HERE

CSBA NOTE: Pursuant to Labor Code 3074.2, ~~as added by AB 643 (Ch. 324, Statutes of 2021),~~ districts are encouraged to provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career and technical education fair events, such as college and career fairs.

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

CSBA NOTE: The remainder of this section applies to all districts, regardless of whether Option 1 or Option 2, above, is chosen.

Labor Code 3074.2~~,~~ ~~as added by AB 643,~~ requires any district planning to hold a college or career fair to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. To identify approved programs, the district is required to rely on the ~~Division of Apprenticeship Standards'~~ database of approved apprenticeship programs~~,~~ published by the Division of Apprenticeship Standards ~~located~~ on its ~~internet web site~~website.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time, and location of the college or career fair. (Labor Code 3074.2)

CSBA NOTE: Education Code 52770, as added by AB 1173 (Ch. 23, Statutes of 2023), requires a district 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.

Districts that do not serve students in grades 9-12 should amend the following paragraph to reflect district practice.

Additionally, the district shall provide the notification to any community college district that has overlapping jurisdiction with the district and an opportunity for the community college district to participate in the college or career fair. (Education Code 52770)

Personal or Mental Health Counseling

CSBA NOTE: The following optional section may be revised to reflect district practice. A school counselor, school psychologist, or school social worker may offer personal or family counseling in accordance with the authorizations on their credentials. ~~In addition~~Additionally, districts may provide mental health services through school-based health centers ~~(see BP 5141.6 - School Health Services)~~ and/or may collaborate with community agencies, organizations, and health care providers to ensure that services are available. For more information regarding school health centers, see BP 5141.6 – School Health Services.

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by their credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

CSBA NOTE: ~~If a minor is 11 years old or younger, consent by a parent/guardian is required before providing the minor with outpatient mental health counseling or treatment services.~~AB 665 (Ch. 338, Statutes of 2023) repealed and added Family Code ~~6920-6929 and~~ 6924 to make it consistent with Health and Safety Code 124260 ~~allow~~which allows a minor age 12 or older to consent to outpatient mental health counseling or treatment services without parent/guardian consent if, in the opinion of a school psychologist or other professional person, as defined, the minor is mature enough to participate intelligently in the services~~.~~, without having to establish that the minor would present a danger of serious physical or mental harm to themself or others without the mental counseling or treatment services or that the minor is an alleged victim of incest or child abuse. However, pursuant to Family Code 6924, as added by AB 665, the child's parent/guardian must still be involved unless the professional person determines, after consulting with the minor, that it would be inappropriate.

Written parent/guardian consent shall be obtained before mental health counseling or treatment services are provided to a student, except when the student is authorized to consent to the service pursuant to Family Code ~~6920-6929~~6924, Health and Safety Code 124260, or other applicable law.

Any information of a personal nature disclosed to a school counselor by a student age 12 years or older or by the student's parent/guardian is confidential and shall not become part of the student record without the written consent of the person who disclosed the confidential information. The information shall not be revealed, released, discussed, or referred to except under the limited circumstances specified in Education Code 49602. (Education Code 49602)

A counselor shall consult with the Superintendent or designee and, as appropriate, with the district's legal counsel whenever ~~unsure of~~there is uncertainty regarding how to respond to a student's personal problem or when questions arise regarding the possible release of confidential information regarding a student.

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the ~~comprehensive school safety plan,~~ emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

~~In addition~~Additionally, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

Teacher-Based Advisory Program

CSBA NOTE: The following optional section is for use by districts that choose to provide a teacher-based advisory program as authorized by Education Code 49600. The following section may be revised to reflect district practice, including the grade levels at which the program will operate. It should be deleted by districts in which all student counseling is provided by credentialed school counselors.

The Board recognizes that a supportive, ongoing relationship with a caring adult can provide a student with valuable advice, enhance student-teacher relationships, and build the student's feelings of connectedness with the school. The Board authorizes the development of a teacher-based advisory program in which teachers advise students in such areas as academic planning, character development, conflict resolution, and self-esteem. Any teacher participating in this program shall be under the supervision of a credentialed school counselor as appropriate, receive related information and training, and be subject to law and this Board policy ~~and law~~, including requirements pertaining to student confidentiality and nondiscrimination.

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State	Description
5 CCR 4930-4931	Counseling
5 CCR 80049-80049.1	Pupil Personnel Services credential
5 CCR 80632-80632.5	Preparation programs for Pupil Personnel Services
Ed. Code 221.5	Equal opportunity
Ed. Code 44266	Pupil Personnel Services credential
Ed. Code 48431	Establishing and maintaining high school guidance and placement program
Ed. Code 49600-49604	Educational counseling
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51513	Personal beliefs
Ed. Code 52770	College and career fairs; community college districts
Ed. Code 54680-54685	Dream Resource Center Grant Program
Fam. Code 6920-6930	Consent by minor for medical treatment
Gov. Code 7927.700	Exemption for personnel records if invasion of personal privacy
H&S Code 124260	Mental health services; consent by minors age 12 and older
Lab. Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 11166-11170	Reporting known or suspected cases of child abuse
W&I Code 5850-5883	Mental Health Services Act

Federal	Description
10 USC 503	Military recruiter access to directory information
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 7908	Armed forces recruiter access to students and student recruiting information
34 CFR 99.1-99.67	Family Educational Rights and Privacy

Management Resources	Description
California Department of Education Publication	California Results-Based School Counseling and Student Support Guidelines, 2007
U.S. Department of Education Publication	Protecting Student Privacy: Frequently Asked Questions (https://studentprivacy.ed.gov/frequently-asked-questions)
Website	California Division of Apprenticeship Standards

Website	CSBA District and County Office of Education Legal Services
Website	California Association of School Counselors
Website	American School Counselor Association
Website	U.S. Department of Education, access to military recruiters
Website	Commission on Teacher Credentialing
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
1400	Relations Between Other Governmental Agencies And The Schools
3515	Campus Security
3515	Campus Security
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats
4112.2	Certification
4112.2	Certification

4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
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	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting

5141.5	Mental Health
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
6120	Response To Instruction And Intervention
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program

6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

Policy 6177: Summer Learning Programs

Status: ADOPTED

Original Adopted Date: 04/01/2013 **| Last Revised Date:** ~~03~~06/01/2023~~2024~~ **| Last Reviewed Date:** ~~03~~06/01/~~2023~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice. Education Code 46120~~, as amended by AB 181 (Ch. 52, Statutes of 2022) and AB 185 (Ch. 571, Statutes of 2022),~~ provides for the Expanded Learning Opportunities (ELO) Program, which includes expanded learning opportunities beyond the regular school day, including summer, vacation, and/or intersessional programs for students in grades transitional kindergarten (TK)-6.

Pursuant to Education Code 46120, on non-school days, intersessional programs of specified lengths of time must include in-person before or after school programs~~ as described in BP/AR 5148.2 - Before/After School Programs.~~

~~A district may not opt out of~~ .

Districts are required to provide an ELO program~~; however~~ to specified students. However, student participation in an ELO program is optional.~~ For additional~~For more information regarding ELO program requirements~~ about ELO programs~~, see BP/AR 5148.2 - Before/After School Programs.

~~The following optional policy may~~

Pursuant to Education Code 46120, as amended by SB 141 (Ch. 194, Statutes of 2023), a district that is temporarily prevented from operating its ELO program because of a school site closure due to emergency conditions specified in Education Code 41422 or Education Code 8482.8(d), will not be~~ revised to reflect district practice~~subject to penalties as a result of the emergency if the Governing Board adopts a resolution and provides documentation substantiating the need for closure.

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills, make academic progress, and ~~develop~~focus on developing social, emotional, and physical needs and interests through hands-on engaging learning experiences.

CSBA NOTE: Education Code 52060-52077~~, as added by AB 97 (Ch. 47, Statutes of 2013),~~ require districts to develop a local control and accountability plan (LCAP) which includes goals aligned with state and local priorities, specific actions aligned to meet those goals, and a budget aligned to fund those specific actions; see BP/AR 0460 - Local Control and Accountability Plan. The purposes and content of the district's summer programs should be aligned with the priorities and goals as outlined in the LCAP and other applicable district and school plans.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic

instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

Summer School

CSBA NOTE: Summer school programs may be funded through a variety of sources that include, but are not limited to, Title I funding (20 USC 6311-6322), After School Education and Safety Program supplemental funds (Education Code 8482-8484.6), 21st Century Community Learning Center supplemental funds (Education Code 8484.7-8484.9; 20 USC 7171-7176), and ELO programs (Education Code 46120); for more information on funding for these programs see BP/AR 5148.2 - Before/After School Programs.

Pursuant to Education Code 46120~~, as amended by AB 181 and AB 185~~, ELO programs must include at least nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, inclusive of extended school year days provided pursuant Education Code 56345.

In addition, Education Code 54444.3 requires agencies receiving Title I Migrant Education funding to conduct summer school for eligible migrant students in grades K-12; see BP/AR 6175 - Migrant Education Program.

Option 1 is for districts that are not required to offer summer school. Option 2 is for districts that are required to offer ELO programs on at least 30 non-school days pursuant to Education Code 46120.

OPTION 1 (District is not required to offer summer school)

The Superintendent or designee, with Board approval, may establish summer school day and/or evening classes.

OPTION 1 ENDS HERE

~~OPTION 2 (District is required to offer summer school pursuant to Education Code 46120)~~

~~The Superintendent or designee shall establish summer school classes pursuant to Education Code 46120.~~

~~OPTION 2 ENDS HERE~~

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 43522, until June 30, 2025, districts that receive ELO grant funding are required to implement a learning recovery program that provides supplemental instruction, support for social-emotional well-being, and to the maximum extent permissible as specified in U.S. Department of Agriculture guidelines, meals and snacks, to students who are eligible for free or reduced-price meals, English learners, foster youth, students experiencing homelessness, students with disabilities, students at risk of abuse, neglect, or

exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020-21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff. Pursuant to Education Code 43522, districts may utilize ELO grant funding to provide students with extended instructional learning time based on student learning needs through summer school.

The district shall provide students with supplemental instruction and support in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports through a program of engaging learning experiences in a positive school climate.

CSBA NOTE: The following optional list establishes enrollment priorities for the provision of summer school instruction and may be revised to reflect district practice. Item #1 should be deleted by districts that do not maintain high schools.

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

1. Need course credits in order to graduate from high school before the beginning of the next school year

2. Have been retained or are at risk of being retained at their grade level

3. Demonstrate academic deficiencies in core curriculum areas

CSBA NOTE: Optional Item #4 establishes priority for summer school enrollment to at-risk student groups identified in the district's LCAP. Pursuant to Education Code 52060, the LCAP must include annual goals to be achieved for all students and for each numerically significant subgroup ~~as~~, defined in Education Code 52052~~.~~, as amended by SB 114 (Ch. 48, Statutes of 2023), to include "long-term English learners." Pursuant to Education Code 52052, ~~numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and students experiencing homelessness if there are at least 30 students in the subgroup (or at least 15 foster youth or students experiencing homelessness) in the school or district~~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. For schools or districts with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction with approval by the State Board of Education.

4. Are in ~~targeted~~ student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program

CSBA NOTE: A district that operates an intersession program, including summer school, is required to grant priority access to a foster youth pursuant to Education Code 48853.5, as amended by AB 723 (Ch. 812, Statutes of 2023), and to a student experiencing homelessness, pursuant to Education Code 48850, as amended by AB 373 (Ch. 327,

Statutes of 2023). If any such student will be moving during an intersession period, the student's educational rights holder, or in the case of an American Indian student, Indian custodian, is authorized to determine which school the student attends for the intersession period.

5. Are foster youth and/or are students experiencing homelessness

If during an intersession period the student will be moving, the student's educational rights holder or, in the case of an American Indian child, Indian custodian, shall determine which school the student attends for the intersession period, if applicable. (Education Code 48850, 48853.5)

~~CSBA NOTE: For the 2022-23 school year, districts receiving ELO funds are required to offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students.~~

~~Commencing with the 2023-24 school year, districts~~ CSBA NOTE: Districts with a prior fiscal year local control funding formula (LCFF) unduplicated pupil percentage (UPP) of at least 75 percent are required to offer access to ELO programs to all classroom-based students in grades TK-6 inclusive, and to ensure that access is provided to any student whose parent/guardian requests placement in an ELO program. Districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs to all unduplicated students in grades TK-6, inclusive, and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO program.

~~1.~~ 6. Are ~~in grades~~ transitional kindergarten ~~(TK)~~ or kindergarten children, or in any of grades 1-6 and are required to be offered or provided access to Expanded Learning Opportunities (ELO) Programs pursuant to Education Code 46120 and BP/AR 5184.2 - Before/After School Programs

CSBA NOTE: Option 1 below is for districts that permit remaining students to enroll in summer school on a first-come first-served basis. Option 2 is for districts that utilize a lottery to select remaining students to enroll in summer school.

OPTION 1: (First-come first-served)

The remaining openings shall be offered to other district students on a first-come first-served basis.

OPTION 1 ENDS HERE

~~OPTION 2: (Lottery)~~

~~The remaining openings shall be offered to other district students on a lottery basis.~~

~~OPTION 2 ENDS HERE~~

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

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive

credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

CSBA NOTE: State funding is not available for transportation to summer school. To accommodate students and parents/guardians who need to provide their own transportation, some districts rotate the sites at which summer sessions are offered, as provided in the following optional paragraph.

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

CSBA NOTE: Pursuant to Education Code 46120, any student who attends a school that is not operating an ELO program must be provided transportation to attend at a location that is providing an ELO program, and to return to the original location or another location that is established by the district.

The district shall provide any student who attends a school that is not operating an ELO program transportation to attend at a location that is providing an ELO program and to return to the original location or another location that is established by the district. (Education Code 46120)

CSBA NOTE: The following optional paragraph should be revised to reflect indicators for program evaluation that have been agreed upon by the Board and Superintendent, as well as a timeline for reports to the Board.

The Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population. In addition, the Superintendent or designee may report on the extent to which students successfully achieved the outcomes established for the program.

Additional Summer Learning Opportunities

CSBA NOTE: The following optional section may be revised to reflect district practice and may be adapted for use during ~~intercessions~~ intersessions other than summer break. For further information about summer learning opportunities, see BP/AR 5148.2 - Before/After School Programs and CSBA's Summer Learning and Wellness Resource Guide.

Districts are prohibited from charging a fee for summer school programs. However, it is permissible for third parties that offer a summer school program to charge a fee for such program. CDE's, "Fiscal Management Advisory 22-01, Summer School, Third Parties, and Tuition Fees," provides that if a third party that is affiliated with a district charges tuition for a summer program, the district should make an individualized inquiry as to the relationship between the district and the third party to determine whether the educational activities are being offered by the district. In making this determination, districts may consider factors listed in "Fiscal Management Advisory 22-01~~.~~." Districts with questions as to whether a fee may be charged for summer school should consult CSBA's District and County Office of Education Legal Services or district legal counsel. See also BP/AR 3260 - Fees and Charges.

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop,

implement, and build awareness of organized activities that support summer learning.

Strategies to support summer learning may include, but are not limited to:

1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations

2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity

3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training opportunities that include an academic component

4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals

5. Assigning summer vacation homework in core curricular subject(s) for extra credit

6. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subject

7. Arranging opportunities for community service

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 11470-11472	Summer school
5 CCR 3043	Extended school year; special education students
Ed. Code 37252-37254.1	Supplemental instruction
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41422	Conditions Disqualifying School Districts from Apportionments

Ed. Code 41505-41508	Pupil Retention Block Grant
Ed. Code 41976.5	Summer school programs; substantially disabled persons or graduating high school seniors
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 43520-43525	In-Person Instruction and Expanded Learning Opportunities Grants
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 48070-48070.5	Promotion and retention
Ed. Code 48850 - 48859	students in foster care and students experiencing homelessness
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 54444.3	Summer program for migrant students
Ed. Code 56345	Individualized education program contents
Ed. Code 58700-58702	Credit towards summer school apportionments for tutoring and homework assistance
Ed. Code 58806	Summer school apportionments
Ed. Code 8482-8484.6	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers

Federal	**Description**
20 USC 6311-6322	Improving basic programs for disadvantaged students
20 USC 7171-7176	21st Century Community Learning Centers

Management Resources	**Description**
CSBA Publication	Putting STEAM into Your District's Summer: A Planning Guide for School District Governance Teams, January 2018 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/EducationIssues/StudentAchievement/201801_SummerLearningHowToGuide.ashx?la=en&rev=9e2165e0deac4567b1ca5ecede0ee65b
CSBA Publication	Putting STEAM into Your District's Summer: A Guide to Regional Partners and Resources in California, February 2018 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/EducationIssues/Stu

	dentAchievement/201802RegionalResourceGuide.ashx?la=en&rev=668657c4c25646b68c5aabba39ad81c1
CSBA Publication	Summer Learning: As Easy as 1, 2, 3, January 2016 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/EducationIssues/StudentAchievement/012016SummerLearningBooklet.ashx?la=en&rev=56de074d0ff44eceadf7725520f1cb74
CSBA Publication	Summer and STEAM Make an Ideal Match, Governance Brief, November 2016 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/201611GBSummerAndSTEAM.ashx?la=en&rev=75a780dce7d94e17b7887fc3789e8881)
CSBA Publication	Supporting the Summer Learning Strategy to Boost Student Achievement, Fact Sheet, December 2015 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/EducationIssues/StudentAchievement/151218_SummerLearningFactSheet.ashx?la=en&rev=4f2b449c746d4367b3d3b28c35b35d59)
CSBA Publication	School's Out, Now What? How Summer Programs Are Improving Student Learning and Wellness, Policy Brief, April 2013 (https://www.csba.org/ProductsAndServices/AllServices/~/media/8A0A7729B18C4BF88FCF0DE623FF629D.ashx)
~~CSBA Publication~~	~~Summer Learning and Wellness Resource Guide~~
National Summer Learning Association Publication	~~New Vision for Summer School, 2010~~Every Summer Counts: A Longitudinal Analysis of Outcomes from the National Summer Learning Project, December 2020 (https://www.summerlearning.org/knowledge-center/every-summer-counts-a-longitudinal-analysis-of-outcomes-from-the-national-summer-learning-project/)
Partnership for Children & Youth and National Summer Learning Association Publication	~~Healthy Summers for Kids: Turning Risk into Opportunity, May 2012~~2021 California Summer Learning Guide: Investing in Resilience and Relationships, March 2021 (https://www.summerlearning.org/knowledge-center/2021-california-summer-learning-guide/)
Partnership for Children & Youth Publication	Summer 2022: How California schools are making the most of new increased state investments, January 2023 (https://www.partnerforchildren.org/resources/2023/1/13/summer-2022)
Rand Corporation Publication	Making Summer Count: How Summer Programs Can Boost Children's Learning, 2011 (https://www.csba.org/ProductsAndServices/AllServices/~/media/8A0A7729B18C4BF88FCF0DE623FF629D.ashx)

Website	CSBA District and County Office of Education Legal Services
Website	National Summer Learning Association
Website	RAND Corporation
Website	Summer Matters
Website	Partnership for Children and Youth
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
5030	Student Wellness
5113	Absences And Excuses
5113	Absences And Excuses
5113.2	Work Permits
5113.2	Work Permits
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5141.6	School Health Services

5141.6	School Health Services
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6142.4	Service Learning/Community Service Classes
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students
6175	Migrant Education Program

6175	Migrant Education Program
6176	Weekend/Saturday Classes
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6179	Supplemental Instruction

Policy 6142.92: Mathematics Instruction

Status: ADOPTED

Original Adopted Date: 10/01/1995 **| Last Revised Date:** ~~12~~09/01/~~2015~~2024 **| Last Reviewed Date:** ~~12~~09/01/~~2015~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice and the grade levels offered by the district. Education Code 51210 and 51220 require that mathematics, including mathematical concepts and understandings, operational skills, and problem solving, be included in the course of study offered in grades 1-12; see AR 6143 - Courses ~~of~~Of Study. In addition, Education Code 51224.5~~, as amended by AB 220 (Ch. 165, Statutes of 2015),~~ specifies that the adopted course of study for grades 7-12 must include algebra, and that, as part of the two courses in mathematics required for high school graduation pursuant to Education Code 51225.3, students must complete coursework that meets or exceeds the rigor of the content standards for Algebra I or Mathematics I adopted by the State Board of Education (SBE); see BP 6146.1 - High School Graduation Requirements.

Pursuant to Education Code 51002, SBE adopts curriculum frameworks for specified subjects, including mathematics, to offer guidance for the implementation of content standards for those subjects. The, "2023 Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve," is designed to help educators align classroom teaching with California's math content standards, and provides guidelines and selected research-based approaches for implementing instruction to ensure optimal benefits for all students.

The Governing Board desires to offer a rigorous mathematics program that progressively develops the knowledge and skills students will need to succeed in college and career. The district's mathematics program shall be designed to teach mathematical concepts in the context of real-world situations and to help students gain a strong conceptual understanding, a high degree of procedural skill and fluency, and ability to apply mathematics to solve problems.

CSBA NOTE: The, "2023 Mathematics Framework for California Public Schools," aims to remove structural barriers to students' mathematics success and ensure access and opportunity for all students to receive high level mathematics instruction.

The district's mathematics program shall also incorporate recognized principles, concepts, and research-based strategies to meet the needs of all students and provide equal access to learning through lessons that are relevant to students. Instructional resources adopted for use in district schools shall provide guidance to support a diverse student population, including students who are English learners, at-promise, advanced learners, and students with learning disabilities.

CSBA NOTE: The Common Core State Standards (CCSS) for mathematics~~, modified in January 2013,~~ are based on ~~the~~ three principles ~~of~~: (1) focus, placing strong emphasis on the concepts in the standards so that students have sufficient time to think about, practice, and integrate new ideas~~;~~, (2) coherence, linking topics across grade levels and establishing connections with other topics~~;~~, and (3) rigor, requiring that conceptual understanding, procedural skills and fluency, and

applications be pursued with equal intensity.

~~All California schools are expected to implement the CCSS in the 2014-15 school year. In November 2013, the SBE adopted the Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve which was updated to reflect these standards. In addition, the state assessment system is transitioning to the California Assessment of Student Performance and Progress which is aligned with the CCSS; see BP/AR 6162.51 - State Academic Achievement Tests. The CCSS and state curriculum framework are available on the California Department of Education's web site. For further information about the CCSS and recommendations for implementation, see CSBA's Governing to the Core series of governance briefs.~~

~~Education Code 51284, as amended by AB 166 (Ch. 135, Statutes of 2013), requires that, concurrent with the next revision of textbooks or the curriculum framework in mathematics, the SBE ensure the integration of financial literacy, including, but not limited to, budgeting and managing credit, student loans, consumer debt, and identity theft security. An appendix to the 2013 curriculum framework provides examples and resources to assist in incorporating problems or exercises that teach financial literacy concepts and skills.~~

For each grade level, the Board shall adopt academic standards for mathematics that meet or exceed the Common Core State Standards. The Superintendent or designee shall develop or select curricula that are aligned with these standards and the state curriculum framework.

CSBA NOTE: The CCSS for mathematics include two types of standards: (1) mathematical practice standards ~~(~~, which are identical for each grade level~~)~~, and (2) mathematical content standards ~~(~~, which are different at each grade level~~).~~. The eight practice standards are grouped into four categories as reflected in ~~items~~Items #1-4 below.

The district's mathematics program shall address the following standards for mathematical practices which are the basis for mathematics instruction and learning:

1. Overarching habits of mind of a productive mathematical thinker: Making sense of problems and persevering in solving them; attending to precision

2. Reasoning and explaining: Reasoning abstractly and quantitatively; constructing viable arguments and critiquing the reasoning of others

3. Modeling and using tools: Modeling with mathematics; using appropriate tools strategically

4. Seeing structure and generalizing: Looking for and making use of structure; looking for and expressing regularity in repeated reasoning

~~CSBA NOTE: The following three paragraphs reflect the mathematic content standards of the CCSS and may be revised to reflect district practice. The district should select the paragraph(s) applicable to the grade levels offered by the district.~~

In addition, the district's mathematics program shall be aligned with grade-level standards for mathematics content.

CSBA NOTE: The following paragraph is for districts that offer grades K-8, reflect the mathematics content standards of the CCSS, and may be revised to reflect district practice.

For grades K-8, mathematics content shall address, at appropriate grade levels, counting and cardinality, operations and algebraic thinking, number and operations in base ten, fractions, measurement and data, geometry, ratios and proportional relationships, functions, expression and equations, the number system, and statistics and probability. Students shall learn the concepts and skills that prepare them for the rigor of higher mathematics.

CSBA NOTE: The following paragraph is for use by districts that maintain secondary grades. ~~As revised in January 2013, the CCSS~~The, "Mathematics Framework for ~~higher~~California Public Schools," recognizes that schools are free to organize mathematics ~~replace the unique Grade 8 Algebra course with an Algebra I course that covers the same content regardless of the grade level of the student taking the course. Thus,~~pathways in different ways but encourages districts to consider offering two potential pathways to enable students who ~~are not ready to take algebra in grade 8 may take an alternate path. As revised, the higher mathematics standards are organized into both conceptual categories and model courses, which may be delivered using a traditional pathway (i.e., Algebra I, Geometry, Algebra II) or an integrated pathway (i.e., Mathematics I, II, and III) in which each course contains standards from all six conceptual categories. The CCSS also~~would like to reach Calculus by the end of high school to do so. The California Department of Education's guidance recommends flexibility so that choices made by students during their first two years do not limit their later choices. Additionally, the CCSS provide for two advanced courses: (1) Advanced Placement Statistics and Probability and (2) Calculus. ~~For further information, see the state curriculum framework or the Common Core State Standards Initiative's guidance, Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards, available on its web site.~~

The district may revise the following paragraph to reflect the pathway(s) used in the district and/or the grade levels at which higher mathematics ~~shall be~~are offered.

For higher mathematics, the district shall offer ~~a pathway~~alternative pathways of courses through which students shall be taught concepts that address number and quantity, algebra, functions, modeling, geometry, and statistics and probability. Any pathway offered by the district shall be designed in a manner that provides maximum opportunities for students to access advanced mathematics courses during high school.

CSBA NOTE: Education Code 51224.7~~, as added by SB 359 (Ch. 58, Statutes of 2015),~~ requires any district maintaining grade 9 to have a policy in place ~~prior to January 1, 2016~~ regarding placement of students in mathematics courses. See BP 6152.1 - Placement ~~in~~In Mathematics Courses for language fulfilling this mandate.

The Superintendent or designee shall ensure that students are appropriately placed in mathematics courses and are not required to repeat a course that they have successfully completed in an earlier grade level. Placement decisions shall be based on consistent protocols and multiple academic measures.

~~CSBA NOTE: AB 97 (Ch. 47, Statutes of 2013) eliminated the Professional Development Block Grant (Education Code 41530-41532) and the Mathematics and Reading Professional Development Program (Education Code 99230-99242) and redirected that funding into the local control funding formula. At their discretion, districts may provide professional development opportunities to meet the purposes of those programs or other local needs.~~

The Superintendent or designee shall ensure that certificated staff have opportunities to participate in professional development activities designed to increase their knowledge and skills in effective mathematics teaching practices.

CSBA NOTE: As a condition of receiving funds for instructional materials from any state source, Education Code 60119 requires the Governing Board to annually hold a public hearing to determine whether each student in the district has sufficient standards-aligned textbooks or instructional materials in mathematics and other specified subjects to use in class and to take home. For a definition of "sufficiency" for this purpose and a sample Board resolution, see BP/E 6161.1 - Selection ~~and~~And Evaluation ~~of~~Of Instructional Materials.

The Superintendent or designee shall ensure that students have access to sufficient instructional materials, including manipulatives and technology, to support a balanced, standards-aligned mathematics program.

The Superintendent or designee shall provide the Board with data from state and district mathematics assessments and program evaluations to enable the Board to monitor program effectiveness.

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Policy Reference Disclaimer:
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State	**Description**
Ed. Code 51002	Common state curriculum
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51224.5	Algebra in course of study for grades 7-12
Ed. Code 51224.7	California Mathematics Placement Act of 2015
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51284	Financial literacy
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards

Management Resources	**Description**
California Department of Education Publication	2023 Mathematics Framework for California Public Schools~~: Kindergarten Through Grade Twelve, 2013~~, June 2023 https://www.cde.ca.gov/ci/ma/cf/#:~:text=At%20its%20

	meeting%20on%20July,Grade%20Twelve%20(Mathematics%20Framework)
California Department of Education Publication	California Common Core State Standards: Mathematics, rev. January 2013 https://www.cde.ca.gov/be/st/ss/documents/ccssmathstandardaug2013.pdf
Common Core State Standards Initiative Publication	Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards https://www.cde.ca.gov/re/cc/mathresources.asp
CSBA Publication	Governing to the Core~~,~~: Pathway Options for High School Mathematics Governance Briefs, May 2014 https://www.csba.org/GovernanceAndPolicyResources/StudentAchievement/~/media/CSBA/Files/GovernanceResources/GovernanceBriefs/201405GoverningtotheCore6_MathPathways.ashx
Website	CSBA District and County Office of Education Legal Services
Website	Common Core State Standards Initiative
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
4131	Staff Development
4331	Staff Development

5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.4	International Baccalaureate Program
6142.93	Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.1	Library Media Centers
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6176	Weekend/Saturday Classes
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Policy 6152.1: Placement In Mathematics Courses

Status: ADOPTED

Original Adopted Date: 08/01/2015 **| Last Revised Date:** ~~10~~09/01/~~2018~~2024 **| Last Reviewed Date:** ~~10~~09/01/~~2018~~2024

CSBA NOTE: Pursuant to Education Code 51224.7, the Governing Board of a district ~~which~~that serves ~~9th-grade~~ students entering grade 9 is **mandated** to develop and, at a regularly scheduled public Board meeting, adopt a fair, objective, and transparent mathematics placement policy with specified components. Although not required, districts serving students who are transitioning between elementary and middle or junior high schools are encouraged to adopt and implement policy to address the transition from elementary to secondary mathematics courses.

Pursuant to Education Code 51225.3, high school graduation requirements include the completion of at least two mathematics courses in grades 9-12. Pursuant to Education Code 51224.5, one of those two courses must meet or exceed state content standards for Algebra I or Mathematics I. While the completion of Algebra I or Mathematics I coursework prior to 9th grade would satisfy this requirement, it does not exempt a student from the requirement to complete two mathematics courses in grades 9-12. See BP 6142.92 - Mathematics Instruction and BP 6146.1 - High School Graduation Requirements.

According to a report by the Lawyers' Committee for Civil Rights of San Francisco Bay Area, "Held Back: Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes~~,~~," many districts place students who have successfully completed Algebra I in 8th grade into Algebra I class again in 9th grade. In adding Education Code 51224.7, the legislature declared that placement in appropriate mathematics courses is critically important for a ~~student in his/her~~student's middle and high school years, and that misplacement in the sequence of mathematics courses creates barriers for educational success, especially for students of color. This is compounded by the fact that the University of California (UC) and California State University (CSU) systems require at least three years of mathematics for freshman admission.

The Governing Board believes that a sound educational program must include the study of subjects that prepare students for admission to higher education and/or fulfilling careers. District students shall be provided an opportunity to complete a sequence of mathematics courses recommended for admission into the University of California (UC) and California State University (CSU) systems.

CSBA NOTE: The "Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve," recognizes that schools are free to organize mathematics pathways in different ways but encourages districts to consider offering two potential pathways to enable students who would like to reach Calculus by the end of high school to do so. The California Department of Education's guidance recommends flexibility so that choices made by students during their first two years do not limit their later choices.

The district shall offer alternative pathways of courses designed in a manner that provides maximum opportunities for students to access advanced mathematics courses during high school.

CSBA NOTE: The following paragraph may be revised to reflect district practice. For nonunified districts, Education Code 51224.7 **mandates** that the policy address the consistency of mathematics placement policies between elementary and high school districts.

The Superintendent or designee shall work with district teachers, counselors, and administrators and the representatives of feeder schools to develop a well-articulated sequence of mathematics courses and consistent protocols for placing students in mathematics courses offered at district high schools.

CSBA NOTE: Education Code 51224.7 **mandates** that the district's policy ~~include~~includes the following statement. Also see the accompanying administrative regulation for further information regarding placement protocols.

Such placement protocols shall systematically take into consideration multiple objective academic measures that may include, but are not limited to, statewide mathematics assessments, including state interim and summative assessments; placement tests that are aligned to state-adopted content standards in mathematics; classroom assignment and grades; and report cards. (Education Code 51224.7)

CSBA NOTE: ~~The Lawyers' Committee for Civil Rights of San Francisco Bay Area's report, Held Back: Addressing Misplacement of 9th Grade Students~~CSBA's 2019 Governance Brief, "Disproportionality in ~~Bay Area School~~ Math ~~Classes, found~~Placement," explains that the practice of having 9th~~-~~ grade students repeat Algebra I disproportionately affects students of color and from low-income families, and could therefore be found to be discriminatory. For more information about the prohibition against discrimination in district programs and activities, see BP 0410 - Nondiscrimination ~~in~~In District Programs ~~and~~And Activities.

District staff shall implement the placement protocols uniformly and without regard to students' socioeconomic background or any characteristic specified in ~~BP~~Board Policy 0410 - Nondiscrimination ~~in~~In District Programs ~~and~~And Activities, including, but not limited to, race, sex, gender, nationality, and ethnicity.

CSBA NOTE: Education Code 51224.7 **mandates** that the district's policy ~~include~~includes at least one placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress.

The placement protocols shall provide for at least one reevaluation within the first month of the school year to ensure that students are appropriately placed in mathematics courses and shall specify the criteria the district will use to make this determination. Any student found to be misplaced shall be promptly placed in the appropriate mathematics course.

CSBA NOTE: Education Code 51224.7 **mandates** that the district's policy ~~offer~~offers a clear and timely recourse for any student and ~~his/her~~the student's parent/guardian who question the student's placement. See the accompanying administrative regulation for additional language implementing this requirement.

If a student or parent/guardian questions the student's placement, ~~he/she~~the student or the student's parent/guardian may appeal the decision to the Superintendent or designee. The decision of the Superintendent or designee shall be final.

The Superintendent or designee shall ensure that all teachers, counselors, and other district staff responsible for determining students' placement in mathematics courses receive training on the placement protocols.

CSBA NOTE: To ensure that students who are qualified to progress in mathematics courses based on their performance on district-selected objective academic measures are not unlawfully or inappropriately held back, Education Code 51224.7 **mandates** that the policy ~~include~~includes a requirement for an annual examination of aggregate student placement data, which must be reported to the Board. In addition, pursuant to Education Code 52060, districts must annually review their progress toward the student achievement goals in their local control and accountability plan using measures that include, as applicable, the percentage of students who have successfully completed courses that satisfy the requirements for entrance to the ~~University of California and the California State University.~~UC and CSU systems.

The Board and the Superintendent or designee shall annually review student data related to placement in mathematics courses offered at district high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not being held back in a disproportionate manner on the basis of any subjective or discriminatory basis, and shall develop strategies for removing any identified barriers to students' access to mathematics courses. The Superintendent or designee shall also report on the percentage of district students who have successfully completed mathematics courses that satisfy the requirements for entrance to the ~~University of California and the California State University.~~UC and CSU systems.

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State	Description
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51224.5	Algebra in course of study for grades 7-12
Ed. Code 51224.7	California Mathematics Placement Act of 2015
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51284	Financial literacy
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress

Management Resources	Description

California Department of Education Publication	California Common Core State Standards: Mathematics, January 2013 (https://www.cde.ca.gov/be/st/ss/documents/ccssmathstandardaug2013.pdf)
California Department of Education Publication	Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, ~~2013~~June 2023 (https://www.cde.ca.gov/ci/ma/cf/)
California School Board Association Publication	Disproportionality in Math Placement 9https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/CSBA-G-Brief-Math-Misplacement-07-2019.ashx?la=en&rev=e91fd64843fe489692734928219b6461)
Common Core State Standards Initiative Publication	Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards (https://www.cde.ca.gov/re//cc/mathresources.asp)
CSBA Publication	Math Misplacement, Governance Brief, September 2015 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/CSBA-G-Brief-Math-Misplacement-07-2019.ashx?la=en&rev=e91fd64843fe489692734928219b6461)
Lawyers' Committee for Civil Rights (LCCR) Publication	Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes, 2013 (https://lccrsf.org/wp-content/uploads/Held_Back_9th_Grade_Math_Misplacement.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR)
Website	Northwest Evaluation Association, Measures of Academic Progress
Website	University of California, Mathematics Diagnostic Testing Project
Website	Common Core State Standards Initiative
Website	CSBA
Website	California Department of Education

Cross References

Code	Description

0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
4131	Staff Development
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
6011	Academic Standards
6141.5	Advanced Placement
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6152	Class Assignment
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6174	Education For English Learners
6174	Education For English Learners
6179	Supplemental Instruction

Regulation 6152.1: Placement In Mathematics Courses

Status: ADOPTED

Original Adopted Date: 10/01/2018 **| Last Revised Date:** 09/01/2024 **| Last Reviewed Date:** ~~10~~09/01/~~2018~~2024

Placement Protocols

CSBA NOTE: Education Code 51224.7 **mandates** that any district that serves ~~9th-grade~~ students in grade 9 adopt protocols for student placement in mathematics courses based on multiple objective academic measures, such as statewide assessments, including interim and summative assessments; placement tests that are aligned to state-adopted content standards in mathematics; classroom assignment and grades; and report cards. Districts that serve students transitioning from elementary to middle or junior high school may also adopt a placement protocol based on similar measures. The following section should be revised to reflect the grade levels at which the placement protocols will be applied, specific tests and other measures used for placement purposes, and the performance level on each assessment or minimum grade that will be used to determine a student's readiness for specific mathematics courses.

In determining student placement in mathematics courses for students entering grade 9, the Superintendent or designee shall assess whether each student has the prerequisite skills for success in the course and consider student and parent/guardian requests. Such determinations shall be based on multiple measures, including, but not limited to, the following:

CSBA NOTE: Pursuant to Education Code 60640, mathematics assessments in the California Assessment of Student Performance and Progress are administered at grades 3-8 and 11.

1. Interim and summative grade 8 mathematics assessments from the California Assessment of Student Performance and Progress

2. For students with disabilities, an alternate test or other measures when designated in a student's individualized education program (IEP)

3. Other assessments such as Measures of Academic Progress, the readiness tests of the University of California's Mathematics Diagnosis Testing Project, and/or district benchmark assessments

4. The student's grades in ~~his/her~~ previous mathematics course

5. The final mathematics grade on the end-of-year report card

Individual student performance data shall be analyzed each spring, prior to scheduling and placing students into secondary mathematics courses. Students and parents/guardians shall be notified in writing by the end of the school year as to the mathematics course in which the student has been placed.

No student shall be required to repeat a mathematics course which ~~he/she~~the student has successfully completed in accordance with district's placement protocols.

CSBA NOTE: Recommendations by teachers or counselors are generally considered subjective and therefore do not meet the requirement of Education Code 51224.7 that placement in mathematics courses be based on objective measures. The following optional paragraph authorizes staff recommendations to be considered when placing a student in a higher level mathematics course than ~~he/she~~the student would be assigned based on the district's protocol, but such recommendations should not be the sole basis for placing a student in a lower level class.

When a student does not qualify to be enrolled in a particular mathematics course based on a consideration of the objective measures specified in the placement protocol, ~~he/she~~the student may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability.

Students who exhibit deficits in knowledge and skills needed to advance to a higher level mathematics course may receive supplemental instruction to improve achievement of mathematic content standards.

Reevaluation

Within the first month of the school year, mathematics course placements shall be individually reevaluated to ensure placement in the most rigorous mathematics course for which the student has the potential for success.

Criteria for reevaluating each student's placement shall include, but are not limited to, course preassessment results, attendance, and student performance in the first month of the school year as determined by teacher observation and grades on assignments and tests. Student and parent/guardian request for course placement may also be considered.

Notification of Placement Protocol

The district's policy and protocols related to student placement in mathematics courses shall be posted on the district's ~~web site~~website. (Education Code 51224.7)

The Superintendent or designee shall also make the district's placement policy, protocols, and course sequence readily accessible to students, parents/guardians, and staff at school sites and/or in student handbooks.

Appeals

CSBA NOTE: Education Code 51224.7 **mandates** that the district's policy or protocol ~~offer~~offers a clear and timely recourse for any student and parent/guardian who question the student's placement. See the accompanying ~~Board~~board policy. The following paragraph contains timelines that may be revised to reflect district practice.

Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and ~~his/her~~the student's parent/guardian who disagree with the placement may appeal the decision to the Superintendent or designee. The Superintendent or designee shall ~~decide whether or not to overrule the placement determination~~rule on the appeal within 10 school days of receiving the appeal. The decision of the Superintendent or designee shall be final.

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Ed. Code 51225.3	High school graduation requirements
Ed. Code 51284	Financial literacy
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress

Management Resources	Description
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California Department of Education Publication	Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, ~~2013~~June 2023 (https://www.cde.ca.gov/ci/ma/cf/)
California School Board Association Publication	Disproportionality in Math Placement 9https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GgovernanceBriefs/CSBA-G-Brief-Math-Misplacement-07-2019.ashx?la=en&rev=e91fd64843fe489692734928219b6461)
Common Core State Standards Initiative Publication	Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards (https://www.cde.ca.gov/re//cc/mathresources.asp)

CSBA Publication	Math Misplacement, Governance Brief, September 2015 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/GovernanceBriefs/CSBA-G-Brief-Math-Misplacement-07-2019.ashx?la=en&rev=e91fd64843fe489692734928219b6461)
Lawyers' Committee for Civil Rights (LCCR) Publication	Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes, 2013 (https://lccrsf.org/wp-content/uploads/Held_Back_9th_Grade_Math_Misplacement.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR)
Website	Northwest Evaluation Association, Measures of Academic Progress
Website	University of California, Mathematics Diagnostic Testing Project
Website	Common Core State Standards Initiative
Website	CSBA
Website	California Department of Education

Cross References

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5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement

6011	Academic Standards
6141.5	Advanced Placement
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6152	Class Assignment
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6174	Education For English Learners
6174	Education For English Learners
6179	Supplemental Instruction

Policy 6163.4: Student Use Of Technology

Status: ADOPTED

Original Adopted Date: 07/01/2007 **| Last Revised Date:** ~~07~~09/01/~~2015~~2024 **| Last Reviewed Date:** ~~07~~09/01/~~2015~~2024

CSBA NOTE: This policy addresses student use of technology, including artificial intelligence (AI), and may be modified to reflect district practice. The U.S. Department of Education's (USDOE), "2024 National Education Technology Plan," provides actionable recommendations to advance the effective use of technology to support teaching and learning and aims to close the digital divide by ensuring that all students can equitably access the latest digital tools and technology. Additionally, the USDOE 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~~ The Governing Board believes that effective use of technology is integral to the education and development of students. In order to promote digital citizenship, the Board recognizes that students must have access to the latest digital tools and receive instruction that allows students to positively engage with technology in ways that respect human rights and avoids Internet dangers. Technological resources provided to students, including technology based on artificial intelligence (AI), shall be aligned to district goals, objectives, and academic standards. The use of technology shall augment the use of Board adopted instructional materials.

The Board intends that technological resources provided by the district be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. ~~All students using these resources shall receive instruction in their proper and appropriate use~~Students shall be allowed to use such technology, including AI technology, in accordance with district policies, including, but not limited to, policies on academic honesty, data privacy, nondiscrimination, and copyright protections. All students using these resources shall receive instruction in the proper and appropriate use of technology. Such instruction shall incorporate students' responsibilities regarding academic honesty, honoring copyright provisions, assessing the reliability and accuracy of information, protecting personal data, and the potential for biases and errors in artificially generated content.

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 AI apps; telephones, cellular telephones, smartphones, smart devices, and wearable technology; or any wireless communication device, including radios.

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

CSBA NOTE: The following optional paragraphs 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 students and their parents/guardians should be required to sign. See the accompanying Exhibit for an example of an "Acceptable Use Agreement" for students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with this ~~Board~~board policy and the district's Acceptable Use Agreement.

~~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.~~

Before a student is authorized to use district technology, the student and ~~his/her~~the student's parent/guardian shall sign and return the Acceptable Use Agreement. In that agreement, the student and parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures or user mistakes or negligence and shall agree to indemnify and hold harmless the district and district staff for any damages or costs incurred.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. If the district chooses to monitor student use of district equipment or other technological resources, it is recommended that the district adopt an express, written policy and notify students of the policy through the "Acceptable Use Agreement~~.~~."

Searches of students' personally owned devices (e.g., cell phones, computers, other communications devices) may be subject to the Fourth Amendment of the U.S. Constitution which prohibits unreasonable search and seizure. In *New Jersey v. T.L.O.*, the U.S. Supreme Court held that the legality of a search of a student's belongings depends on whether the search is "reasonable." The "reasonableness" of a search depends on two factors: (1) whether there is individualized suspicion that the search will turn up evidence of a student's violation of the law or school rules and (2) whether the search is reasonably related to the objectives of the search and not excessively intrusive in light of the student's age, gender, and/or the nature of the infraction. See BP 5145.12 - Search ~~and~~And Seizure.

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that ~~their~~the use of district technology, ~~including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications~~as defined above, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in the use of ~~the~~ district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

CSBA NOTE: The following optional paragraph is for use by districts that have adopted a program, pursuant to Education Code 49073.6, ~~as added by AB 1442 (Ch. 799, Statutes of 2014),~~ to gather or maintain information from students' social media activity that pertains directly to school safety or student safety. Districts that choose to adopt such a program must comply with specified notification and program requirements; see BP/AR 5125 - Student Records.

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and ~~BP/AR~~Board Policy/Administrative Regulation 5125 - Student Records.

Whenever a student is found to have violated ~~Board~~board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and ~~Board~~board policy.

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

Internet Safety

CSBA NOTE: 20 USC 7131 mandates that districts adopt an Internet safety policy as a condition of receiving 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 accessing the Internet. 47 USC 254 **mandates** that districts adopt an Internet safety policy in order to qualify for federal universal service discounts for Internet access (E-rate discounts). This **mandate** applies to districts that receive E-rate discounts for Internet access, Internet services, or internal connections, but not to districts that receive discounts for telecommunications services only.

Both 20 USC 7131 and 47 USC 254 require that the district's policy include the operation and enforcement of a "technology protection measure" that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors. As part of the funding application process, a district is required to certify that it has the required policy in place and is enforcing the operation of the technology protection measure.

The following paragraph is **mandated** for districts that use E-rate discounts or Student Support and Academic Achievement Grants 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. (20 USC 7131; 47 USC 254; 47 CFR 54.520)

CSBA NOTE: Districts receiving E-rate discounts for Internet access, Internet services, or internal connections are also **mandated** by 47 USC 254 to adopt policy that addresses (1) access by minors to "inappropriate matter" on the Internet~~;~~, (2) safety and security of minors when using email, chat

rooms, and other forms of direct electronic communication~~;~~, (3) unauthorized access, including "hacking" and other unlawful online activities by minors~~;~~, (4) unauthorized disclosure, use, and dissemination of personal identification information regarding minors~~;~~, (5) measures designed to restrict minors' access to harmful materials~~;~~, and (6) education of students about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms as well as cyberbullying awareness and response.

The remainder of this section addresses these mandates and may be revised to reflect district practice. Districts that do not receive E-rate discounts may choose to use or adapt this material at their discretion.

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities.

CSBA NOTE: "Inappropriate matter" is not defined in the law and the determination of what matter is considered inappropriate for minors is 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 paragraph as appropriate.

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)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs

2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"

CSBA NOTE: Penal Code 653.2 makes it a crime for a person to distribute another person's personal identification information electronically with the intent to cause harassment by a third party or to threaten a person's safety or that of ~~his/her~~a person's family (e.g., placing a person's picture or address online so that ~~he/she~~the person receives harassing messages).

3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

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. Districts are encouraged to 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 monitoring suspicious and/or threatening digital media content, in accordance with Board Policy 5125 – Student Records.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting one's own personal identification information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

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State	Description
Civ. Code 3120-3123	Digital equity bill of rights
Ed. Code 49073.6	Student records; social media
Ed. Code 51006	Computer education and resources
Ed. Code 51007	Programs to strengthen technological skills
Ed. Code 60044	Prohibited instructional materials
Pen. Code 313	Harmful matter
Pen. Code 502	Computer crimes; remedies
Pen. Code 632	Eavesdropping on or recording confidential communications
Pen. Code 653.2	Electronic communication devices; threats to safety

Federal	Description
15 USC 6501-6506	Children's Online Privacy Protection Act
16 CFR 312.1-312.12	Children's Online Privacy Protection Act
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
47 USC 254	Universal service discounts (E-rate)

Management Resources	**Description**
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
Federal Trade Commission Publicat	How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000
California Department of Educatio 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/)
U.S. Department of Education Publication	Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations (https://www2.ed.gov/documents/ai-report/ai-report.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	California Coalition for Children's Internet Safety
Website	California Governor's Office of Emergency Services (https://www.caloes.ca.gov/)
Website	Center for Safe and Responsible Internet Use
Website	Federal Trade Commission, Children's Online Privacy Protection
Website	American Library Association
Website	Federal Communications Commission
Website	California Department of Education
Website	U.S. Department of Education
Website	CSBA

Cross References

Code	Description
0440	District Technology Plan
0440	District Technology Plan
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
3260	Fees And Charges
3260	Fees And Charges
3512	Equipment
3512-E(1)	Equipment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4131	Staff Development
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.8	Mobile Communication Devices
5131.9	Academic Honesty
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure

5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6154	Homework/Makeup Work
6162.5	Student Assessment
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6162.8	Research
6162.8	Research
6163.1	Library Media Centers

Exhibit 6163.4-E(1): Student 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 (STUDENTS)

CSBA NOTE: The following Exhibit presents a sample Acceptable Use Agreement outlining obligations and responsibilities of students using the district's technological resources. The district is encouraged to 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 students and their parents/guardians to sign the agreement as an acknowledgment that they have read and understood its contents~~; see the accompanying~~ and Board ~~policy.~~Policy 6164.4 – Student Use of Technology.

For a sample Acceptable Use Agreement for employees, see E(1) 4040 - Employee Use of Technology.

The San Ysidro School District authorizes students to use technology~~owned or otherwise provided by the district~~ , as ~~necessary for instructional purposes.~~defined in Board Policy 6163.4 – Student Use of 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 students 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 students may access through the system.

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 student who is authorized to use district technology and ~~his/her~~the student's parent/guardian shall sign this ~~Acceptable Use~~ Agreement ~~as an indication~~, which indicates that ~~they have~~the student has read and ~~understand the agreement.~~

~~**Definitions**~~

~~*District technology* includes, but is not limited to, computers, the district's computer network including servers~~understands the 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 6163.4 – Student Use of Technology.

Student Obligations and Responsibilities

Students are expected to use district technology safely, responsibly, and for educational purposes only~~.~~, and in accordance with the accompanying board policy and applicable copyright laws. The student in whose name district technology is issued is responsible for its proper use at all times. Students 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.

Students 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, students shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

Students 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, libelous, defamatory, obscene, sexually explicit, or disruptive

2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying")

3. Disclose, use, or disseminate personal identification information (such as name, address, email, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

4. Share confidential information or personally identifiable information with an open artificial intelligence (AI) system of themselves, another student, staff member, or other person

5. Adjust the privacy settings on any technology tool or AI app unless directed to do so by a teacher or staff member

6. Violate the direction of teachers or other staff members, age restrictions, or the intended use of the technology

~~4.~~ 7. Infringe on copyright, license, trademark, patent, or other intellectual property rights

~~5.~~ 8. 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 from a teacher or other district personnel, changing settings on shared computers)

~~6.~~ 9. Install unauthorized software

~~7.~~ 10. "Hack" into the system to manipulate data of the district or other users

~~8.~~ 11. Engage in or promote any practice that is unethical or violates any law or ~~Board~~board policy, administrative regulation, or district practice

Privacy

Since the use of district technology is intended for educational purposes, students shall not 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 AI, communications sent or received from district technology, or other uses. 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. Students should be aware that, in most instances, their use of district technology (such as web searches and 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 a student on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If a student uses a personally owned device to access district technology, ~~he/she~~the student 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.

Reporting

If a student 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 student shall immediately report such information to the teacher or other district personnel.

Consequences for Violation

Violations of the law, ~~Board~~board policy, or this ~~agreement~~Agreement may result in revocation of a student's access to district technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, ~~Board~~board policy, or this ~~agreement~~Agreement may be reported to law enforcement agencies as appropriate.

Student Acknowledgment

I have received, read, understand, and agree to abide by this ~~Acceptable Use~~ Agreement 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. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Name: _____ Grade: _____
(Please print)
School: _____
Signature: _____ Date: _____

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the ~~agreement~~Agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the ~~Acceptable Use~~ Agreement. By signing this Agreement, I give permission for my child to use district technology and/or to access the school's computer network and the Internet. I understand that, despite the district's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, district, ~~and~~ district personnel and the Board against all claims, damages, and costs that may result from my child's use of district technology or the failure of any technology protection measures used by the district. Further, I accept full responsibility for supervision of my child's use of ~~his/her~~ my child's access account if and when such access is not in the school setting.

Name: _____ Date: _____
(Please print)
Signature: _____

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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/)
U.S. Department of Education Publication	Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations (https://www2.ed.gov/documents/ai-report/ai-report.pdf)
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Website	U.S. Department of Education
Website	CSBA

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5145.7	~~Sex Discrimination and Sex-Based Harassment~~Sexual Harassment
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6162.8	Research
6162.8	Research
6163.1	Library Media Centers

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Gina Potter, Ed.D.,
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF BOARD BYLAWS - 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 Bylaws - 9000 series:

- Board Bylaw 9000 - Role of the Board
- Bylaw 9005: Governance Standards
- Bylaw 9010: Public Statements
- Board Bylaw - 9200 - Limits of Board Member Authority.

RECOMMENDATION:
Approve the first reading and adoption of revised Board Bylaws – 9000 series: Board Bylaw 9000 - Role of the Board, Bylaw 9005: Governance Standards, Bylaw 9010: Public Statements and Board Bylaw - 9200 - Limits of Board Member Authority.

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	N/A
(Amount)	(Name of funding source and/or location)

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

REVISED

Bylaw 9000: Role Of The Board

The Board of Education has been elected by the community to provide leadership and citizen oversight of the district. The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement

2. Establishing an effective and efficient organizational structure for the district by:

    a. Employing the Superintendent and setting policy for hiring of other personnel

    b. Overseeing the development and adoption of policies

    c. Establishing academic expectations and adopting the curriculum and instructional materials

    d. Establishing budget priorities and adopting the budget

    e. Providing safe, adequate facilities that support the district's instructional program

    f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements

3. Providing support to the Superintendent and staff as they carry out the Board's direction by:

    a. Establishing and adhering to standards of responsible governance

    b. Making decisions and providing resources that support district priorities and goals

    c. Upholding Board policies

    d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons

4. Ensuring accountability to the public for the performance of the district's schools by:

    a. Evaluating the Superintendent and setting policy for the evaluation of other personnel in accordance with board policy, employment agreements, collective bargaining agreements, and all applicable laws and regulations

    b. Monitoring and evaluating the effectiveness of policies

c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements

d. Monitoring student achievement and program effectiveness and requiring program changes as necessary

e. Monitoring and adjusting district finances

f. Monitoring the collective bargaining process

5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels

6. Unified commitment to Board Bylaw 9005 regarding Governance Standards, the Governance Team Standards of Practice, and the Governance Team Handbook Guidelines
    a. Governance Team Standards of Practice: As elected members of the board of the San Ysidro School District, we accept the high honor and trust that has been placed in us to ensure that the children of this district receive the best education available anywhere in the United States of America. In accepting this role, we hold the pursuit of that goal as our sacred duty. To that end, we hereby commit to the following in the conduct of our business. We will:
        i. Place the interests of children above all others in every decision that we make;
        ii. Uphold all applicable federal and state laws and regulations;
        iii. Abide by the policies of the Board, and work with fellow governance team members to change those policies as needed to improve student learning;
        iv. Maintain board focus on the achievement of all students regardless of race, class, ethnicity, or gender;
        v. Not use our positions for personal or partisan gain;
        vi. Model continuous learning in our roles as members of the governance team;
        vii. Maintain a strategic plan for the district that clearly defines success and accountability for the board, the staff, and our students;
        viii. Focus on the policy work of the Board and monitor progress on the indicators of success in our strategic plan, leaving the day to day operation of the district to the superintendent and staff;
        ix. Base our decisions upon available facts, vote our convictions, avoid bias, and uphold and support the decisions of the majority of the board once a decision is made;
        x. Work to build trust between and among Board Members and the Superintendent by treating everyone with dignity and respect, even in times of disagreement;
        xi. Maintain the confidentiality of privileged information including that shared in executive sessions of the board;
        xii. Recognize that authority rests only with majority decisions of the board and will make no independent commitments or take any independent actions that may compromise the board as a whole;
        xiii. Refer constituent complaints and concerns to the Superintendent or appropriate person within the district chain of command; and
        xiv. Respect the leadership roles of the Board President and Superintendent.

We will maintain fidelity to these commitments and will be held accountable by our fellow board members should any one of us fail to live up to these commitments.

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

REVISED

Bylaw 9005: Governance Standards

The Board of Education believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support and advocate for public education
3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community
4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential
6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader
7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff
8. Understand that authority rests with the Board as a whole and not with individuals

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students
2. Communicate a common vision
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect. As leaders of the school district, Board Members will promote a respectful, courteous, and peaceful environment. If any staff, parent or community concerns arise due to potential Board Member disruptions, the Board President and/or Superintendent will notify the Board Member.
5. Govern within Board-adopted policies and procedures

6. Take collective responsibility for the Board's performance
7. Periodically evaluate its own effectiveness
8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations

REVISED

Bylaw 9010: Public Statements

The Board of Education 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.

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 other designated representative.

When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership. The district's communications specialist may support Board Members by providing information, resources, talking points, and district public relations guidance.

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)

Board Members shall adhere to all applicable student privacy laws and regulations.

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 personal viewpoints as such and not as the viewpoint of the Board.

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Board Members shall adhere to Board Bylaw 9012: Board Member Electronic Communications. 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.

REVISED

Bylaw 9200: Limits Of Board Member Authority

The Board of Education recognizes that the Board is the unit of authority over the district and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.

Individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. The Superintendent and administrators on the management team shall serve as the only supervisors for all employees in accordance with the district's job descriptions. Individual Board members shall submit requests for information to the Superintendent. Board members shall refer correspondence regarding district and school matters to the Superintendent so that these matters may be addressed by the Superintendent and/or staff.

The Superintendent in conjunction with guidance from the Board President will establish the board agendas.

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

A Board member whose child is attending a district school should be aware of his/her role as a Board member when interacting with district employees about his/her child. Because his/her position as a Board member may inhibit the performance of school personnel, the Board member should inform the Superintendent or designee before volunteering in his/her child's classroom.

Board Members may be invited to visit schools during various scheduled Superintendent school visits and events. Additionally, if a Board Member would like to visit a school they will inform the Superintendent 24 hours or more in advance so that the Superintendent may coordinate the date, time and logistics of the visit with the school Principal. Board Members will adhere to the district's school visit protocols

The Superintendent or designee may provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act. (Government Code 54952.1)

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: BOARD VACANCY

BACKGROUND INFORMATION:

The anticipated resignation of Governing Board Member Rudy Lopez was filed with the San Diego County Superintendent of Schools on November 8, 2024, with an effective date of December 16, 2024, upon the completion of his oath of office for the Sweetwater Union High School District Governing Board on December 16, 2024, at approximately 6:00 p.m.

Within 60 days of the date a vacancy occurs, or a resignation is filed with the County Superintendent of Schools, a school or community college district governing board shall either order an election or make a provisional appointment to fill the vacancy. If the board takes no action within the 60-day period, the County Superintendent of Schools shall call an election to fill the vacancy. [EC § 5091(a)]

RECOMMENDATION:

Determine the process for filling the Governing Board vacancy created by the anticipated resignation of Board Member Rodolfo Lopez Jr. due to pending oath of office for Sweetwater Union High School District Governing Board.

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 #

TBD
(Amount)

General Fund
(Name of funding source and/or location)

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

San Ysidro School District EST - 1887

Gina A. Potter, Ed.D.
Superintendent

GOVERNING BOARD

Irene Lopez, President
Zenaida Rosario, Vice-President
Antonio Martinez, Clerk
Rudy Lopez, Member
Rosaleah Pallasigue Member

Quality education and opportunity for all students to succeed

November 8, 2024

Irene Lopez
President, San Ysidro School District Governing Board
4350 Otay Mesa Rd
San Ysidro CA 92173

Dear President Lopez:

In anticipation of last Tuesday's election results being certified, I am submitting my resignation as a member of the San Ysidro School District Governing Board effective December 16, 2024 upon the completion of my oath of office for the Sweetwater Union High School District Governing Board on December 16, 2024 at approximately 6:00 p.m. It has been an honor to serve this community since my election in 2018 and I am proud to continue to serve our students as they continue their academic careers at Sweetwater USD.

I am very proud of the work we have accomplished over the past six years, as a team that not only turned around a district that was in danger of state receivership, but has now become an innovator and role model for districts across California. Through hard work and collaboration we have regained the trust of our community. I will not forget us successfully navigating our community through the pandemic; the state and national accolades recently received for our Sci-Phy Program, English Language Learner Program, and Nutrition Services; and most proudly the passage of five bond measures to guarantee safe, modern facilities for our students for years to come.

With the same gratitude to our families, teachers and staff that first brought me here six years ago, I remain fully committed to San Ysidro as my new role will allow me to continue to provide fiscal stability and elevated academic achievement as we prepare our children to become the future leaders of tomorrow. Likewise, I will continue to advocate on their behalf as a member of CSBA's Delegate Assembly, ensuring our state and federal governments provide full and fair funding to public education.

I wish San Ysidro School District the best and look forward to working together for years to come.

Sincerely,

Rudy Lopez

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3021 • Fax (619) 428-1505 • gina.potter@sysdschools.org

San Ysidro School 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, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, 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. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

PROCEDURES FOR FILLING A SCHOOL OR COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER VACANCY

A governing board position becomes vacant on the occurrence of any of the events specified in Government Code section 1770 [Ed. Code (EC) § 5090] or as required by Government Code section 1099(b). If any of these circumstances occur, notify Legal Services, San Diego County Office of Education, at legal@sdcoe.net.

The resignation of a governing board member is not effective until a signed resignation is filed with the County Superintendent of Schools. [EC § 5090] Letters of resignation should be addressed to Paul Gothold, Ed.D., San Diego County Superintendent of Schools, 6401 Linda Vista Road, San Diego, CA 92111-7399.

A governing board member may not defer the effective date of his or her resignation for more than 60 days after he or she files the resignation with the County Superintendent of Schools. [EC § 5091(a)]

Within 60 days of the date a vacancy occurs, or a resignation is filed with the County Superintendent of Schools, a school or community college district governing board shall either order an election or make a provisional appointment to fill the vacancy. If the board takes no action within the 60-day period, the County Superintendent of Schools shall call an election to fill the vacancy. [EC § 5091(a)]

Within ten days of the effective date of the vacancy, an amended Statement of Facts, Roster of Public Agencies Filing must be filed with the Office of the Secretary of State and the County Clerk.

Election

If the board determines to call an election to fill the vacancy, it shall be held on the next established election date provided pursuant to Elections Code section 1000 not less than 130 days after the order of the election. [EC § 5091(b)] To determine the next qualified election date and to obtain a form for a Board resolution ordering the election, contact Legal Services, San Diego County Office of Education.

Provisional Appointment

1. The board determines its own procedures for advertising the vacancy, evaluating candidates, and making a provisional appointment.

2. The board may not discuss or act upon the appointment in closed session. [Gov. Code § 54950 et seq.]

3. A governing board member who has submitted a resignation with a deferred effective date shall not have the right to vote for his or her successor in an action taken by the board to make a provisional appointment. [EC § 35178]

4. A provisional appointment confers all powers and duties upon the appointee immediately following the appointment and the administration of the Oath of Office. [EC § 5091(d)]

a. A member of a governing board of a school district, a district superintendent, and a principal of a school are among those persons authorized to administer the Oath of Office. [EC § 60]

b. The signed, original Oath of Office form should be mailed to the County Clerk. The yellow copy should be retained by the clerk of the governing board.

5. Within ten days after the board appoints a person to fill the vacancy:

a. A notice of such appointment shall be posted in three public places and shall be published once in a newspaper of general circulation published in the district. If there is no newspaper of general circulation published in the district, notice need not be published. [EC § 5092]

Legal Services has prepared a template of a Notice of Provisional Appointment. The form to be used depends on when the term of the vacancy expires.

b. An amended copy of the Statement of Facts, Registry of Public Agencies Filing must be filed with the Office of the Secretary of State and the County Clerk. [Gov. Code § 53051]. The form is available at https://bpd.cdn.sos.ca.gov/sf/forms/sf-405.pdf.

6. Unless a petition calling for a special election is filed with the County Superintendent of Schools within thirty days from the date of the provisional appointment, it shall become an effective appointment. [EC § 5091(c)(1)]

7. The appointee shall hold office only until the next regularly scheduled governing board member election. [EC § 5091(e)] However, said appointee shall continue to discharge the duties of his or her office until a successor has qualified. [EC § 5017] Contact Legal Services, San Diego County Office of Education, for the date of the next regularly scheduled governing board member election.

8. If a vacancy occurs during specified “window periods” prior to the end of the term of that position or prior to a regularly scheduled governing board election, the requirements of Education Code section 5093 shall apply. [EC § 5093] If there is a question regarding whether Education Code section 5093 is applicable, contact Legal Services, San Diego County Office of Education.

San Ysidro School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

TIMELINE
FOR GOVERNING BOARD APPOINTMENT

Date	Task
November 8, 2024	Letter of anticipated resignation filed with County Superintendent of Schools
November 14, 2024	Regular Meeting of Governing Board ● Board Action Item: Approve process and procedures for filling governing board vacancy ● If appointment, discussion of timeline and process for making appointment
November 18, 2024	Recruitment and Applications ● Application packet available at district office, on district website ● Press release announcing vacancy ● Announcements posted on website and at district office and schools
December 2, 2024	Applications are due in the District Office and/or via email at miguel.ortega@sysdschools.org by 4:30 p.m.
December 19, 2024	Regular Board Meeting (Open Session) ● Board Action Item: Appoint Candidate to Fill Vacancy on Governing Board ● Applicant interviews ● Board discussion and voting on appointment ● The appointee is administered the oath of office
January 7, 2025 [60 days after resignation filed with CSOS]	60th day: If the Board takes no action within the 60-day period, the County Superintendent of School shall call an election to fill the vacancy [EC, § 5091 (a)}

San Ysidro School District

Application for Governing Board Appointment

THIS APPLICATION IS A PUBLIC RECORD

The appointee will hold office until the next governing board member election, which occurs at the next Statewide General Election on November 3, 2026. [EC§ 5091(e)]

QUALIFICATIONS:
Applicant must be a registered voter and a resident of the San Ysidro School District.
An employee of a school district may not be sworn into office as an elected or appointed member of that school district's governing board unless and until he or she resigns as an employee. [EC § 35107]

Certification of qualifications on page 5 must be signed by the applicant.

APPLICATION DEADLINE:
This application must be received no later than December 2, 2024 by 4:30 p.m. Applications can be emailed to Miguel.Ortega@sysdschools.org, faxed, mailed or hand-delivered to:

Miguel Ortega, Senior Executive Secretary to the Superintendent and Governing Board
San Ysidro School District Office
4350 Otay Mesa Road
San Ysidro, CA 92173-1685
Phone: (619) 428-4476, ext. 3023
Fax: (619) 428-1505

(Please type or print):

Name: _____

Address: _____

Telephone No. Home ( ) _____ Business ( ) _____

This application was approved by the San Ysidro School District Governing Board on (Insert Board Approval Date)

San Ysidro School District
Application for Board Appointment

QUALIFICATIONS: (Stay within the space allowed for answers. Do not attach extra pages.)

1. Describe your educational, work, and/or public service background.

2. Why do you wish to serve on the Board? What do you hope to accomplish?

3. What skills, abilities, and experience would you bring to the Board to assist in carrying out its responsibilities?

4. List your involvement in activities demonstrating your understanding and support for public education, such as membership on committees/organizations, offices held, volunteer work, and community service.

5. List, in order of importance, the major issues confronting public education and, specifically, the San Ysidro School District.

6. Explain the mission of the San Ysidro School District.

CERTIFICATION OF QUALIFICATIONS:

I understand that this application is a public document and may be requested under provisions of the Public Records Act and/or be available to the public on the San Ysidro School District website.

I understand that upon appointment I would be required to file a Conflict of Interest Statement and take an Oath of Office.

I certify I am not disqualified to hold this office because of a conviction of any of the crimes on the attached list and further certify I am not otherwise disqualified under the California Constitution or statutes from holding public office.

I certify that I reside within the San Ysidro School District boundaries that I am a registered voter in the San Ysidro School District.

I attest the foregoing information is true to the best of my knowledge.

_____ _____

Signature of Applicant Date

Information contained on this application may be subject to verification.

The following is a list of crimes, conviction of which precludes a person from holding public office in the State of California. Conviction of these crimes renders a person ·'forever disqualified from holding any office in this state.'·

- Bribing executive officer (Penal Code § 67)
- Officer asking or receiving bribes (Penal Code§§ 68, 88)
- Receiving gratuity for appointment to office (Penal Code§ 7-1)
- Judicial Officer who has asked/or or received emoluments, gratuities, rewards, or the fee of a stenographer (Penal Code § 94)
- Giving or offering bribe to Councilman or Supervisor (Penal Code § 165)
- Misappropriation of public funds (Penal Code § 424)
- Interference with work or discipline oj or giving certain articles to prisoners (Penal Code § 2772)
- Interference with or giving certain articles to convicts (Penal Code§ 2790)
- Officer making contracts in which he or she is interested (Government Code § 1097)
- Members of the Legislature convicted of any crime (Government Code § 9055)
- Corrupting the voting process (Elections Code § 18501)
- Convicted of a felony involving accepting, giving, or offering of any bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, except if a pardon has been granted in accordance with law (Elections Code § 20)

Please note that in addition to the above restrictions, Government Code § 1126 prohibits any local agency official from engaging "in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency by which he or she is employed."

San Ysidro School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Interview Process and Procedures for Appointment to Board Vacancy

San Ysidro School District

1. Interview candidates*
    a. Candidate presentation/introduction (up to 5 minutes) and
    b. Interview questions by Board members (up to 5 minutes)
    c. Note: Time limits are meant only as a guide. The Board reserves the right to shorten or extend the time for candidate interviews
    d. Confidential interview questions to be developed by 2 Board Members and/or Superintendent
2. Open discussion by the Board about candidates
3. Motion to nominate a candidate for appointment to the vacancy
    a. If a candidate receives three or more votes, that candidate will be appointed to fill the vacancy
    b. If the candidate does not receive at least three votes, the motion fails, and a board member may make a new motion to nominate a candidate for appointment to the vacancy

All interviews, discussions, and board action will be conducted in Open Session

Bylaw 9223: Filling Vacancies

Status: ADOPTED

Original Adopted Date: 04/11/2019 **| Last Revised Date:** 11/07/2024 **| Last Reviewed Date:** 11/07/2024

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 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)
6. A Board member's ceasing to inhabit the trustee area represented by the Board 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 or, in the case of illness or other urgent necessity and upon a proper showing thereof, for more than 90 days
    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 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 sickness or when absent from the state with the permission required by law (Government Code 1770)
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)

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)

2. When a vacancy occurs between six months 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 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)

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

In order to be appointed to fill a vacancy on the Board, a person must meet the eligibility requirements specified in law and Board Bylaw 9220 - Governing Board Elections.

Provisional Appointments

When, as authorized by law, the Board has opted to make a provisional appointment to fill a vacancy, the Board, 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

2. Establishing a committee consisting of less than a quorum of the Board to ensure that applicants are eligible for Board membership and announce the names of the eligible candidates

3. Interviewing the candidates at a public meeting

Within 10 days after the Board makes a provisional appointment to fill a Board vacancy, the Superintendent or designee, on behalf of the Board, shall post a notice of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The Superintendent or designee shall post the notice as follows: (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

2. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation

3. The full name of the provisional appointee 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, the appointment shall become effective

The person appointed shall only hold office until the next regularly scheduled election for district Board members. (Education Code 5091)

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 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

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated 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)

When, as authorized by law, the Board seeks to make an appointment because of a failure to elect, the Board, by resolution, may approve any additional the procedures for selecting the person to be appointed to fill the vacancy.

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
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

State References	Description
Pen. Code 88	Crimes against legislative power

Federal References	Description
18 USC 704	Military medals or decorations

Management Resources References	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	Description
1113	District And School Websites
1113	District And School Websites
1113-E PDF(1)	District And School Websites
1113-E(1)	District And School Websites
1113-E(2)	District And School Websites
1340	Access To District Records
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 PDF(1)	Actions By The Board
9323.2-E(1)	Actions By The Board

CURRICULUM AND INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** November 14, 2024

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

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: TITLE I, PART A PARENT AND FAMILY ENGAGEMENT POLICY FOR ALL SCHOOLS FOR THE 2024-2025 SCHOOL YEAR

BACKGROUND INFORMATION:
Each school served under Title I, Part A shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of ESSA Section 1116(c-f). Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school (ESSA Section 1116[b][1]).

Each school served with Title I, Part A funds shall do the following:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A, and to explain the requirements of Title I, Part A, and the right of the parents to be involved.
2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provide und this part, transportation, childcare, or home visits, as such services relate to parental involvement.
3. Involve parents in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, Part A, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under Section 1114(b), except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
4. Provide parents of participating children: ▪ Timely information about programs under Title I, Part A; ▪ A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and ▪ If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to such suggestions as soon as practicably possible;
5. If the schoolwide program plan under ESSA Section 1114(b) is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the LEA (ESSA Section 1116[c]).

To be in compliance with State guidelines pertaining to parent engagement, our schools need to annually approve the Parent and Family Engagement Policy.

RECOMMENDATION:
Approve the Title I, Part A Parent and Family Engagement Policy for the 2024-2025 school year for all school sites.

LCAP GOAL AND ACTION/SERVICE:
Goal #5: Parent Engagement ~ Increase parent engagement, involvement, and satisfaction with the educational process annually.

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

N/A	
(Amount)	(Name of funding source and/or location)

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

Title I School-Level Parent and Family Engagement Policy
La Mirada Elementary
2024-2025

2.0 With approval from the local governing board, *La Mirada School* has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and updated periodically to meet the changing needs of parents and the school. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) La Mirada School will involve parents in the joint development of the La Mirada School Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in Local District Title I Parent Study Groups, in the District's Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. La Mirada School will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. La Mirada School will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents' rights and responsibilities, and how to support their children's education.

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])
To involve parents and family members in the Title I program at *La Mirada School* the following practices have been established:

a. La Mirada School convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]) La Mirada School will hold an Annual Title I Meeting which will be scheduled early in the year and in the evening to inform parents of the Title I program. Parents are informed by Blackboard Connect, Class Dojo, and Marquee.

b. The school offers meetings, such as meetings, and may provide Title I funds, childcare, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])
The Principal and Title I Coordinator of La Mirada School will do outreach when the best time is for parents. La Mirada School will continue hosting in-Person Meetings for parents, in order to inform parents

c. The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning,

review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
La Mirada School involves parents in planning and reviewing the School Plan for Student Achievement. At least a week in advance the school will advertise these meetings by Blackboard, Class Dojo, flyers, and posting information on the school marquee.

d. The school provides parents of participating children with the following:
   1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
      La Mirada School will advertise meetings by Blackboard, Class Dojo, flyers, school postings, and the school Marquee.
   2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
      La Mirada School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. La Mirada School will explain and describe the curriculum and assessment methods used to measure student progress by:
      - Passing out grade level standards to parents
      - Providing explanation of standards at ELAC meetings
      - Providing explanation of standards at Coffee with the Principal meetings
      - Teachers provide explanations at Back to School Night, Open House, and parent conferences.
   3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
      La Mirada School will hold regular ELAC and SSC meetings, Parent Workshops, and Coffee with the Principal meetings. Parents are informed by Blackboard, Class Dojo, and marquee on these opportunities to be involved in their child's learning.

e. If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
Parents can submit comments through the principal or SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establish the practices listed below. (20 U.S.C. § 6318[e])

a. The School provides parents with assistance in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
Parent workshops are centered around topics which include:
   - Smarter Balanced Assessments and understanding the results

- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- Parent Portal
- Socio-Emotional Health

b. The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

In addition to our Parent Workshops, La Mirada School also hosts Coffee with the Principal, Back to School, Open House and assemblies. They are hosted during the school day and evening. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.

c. La Mirada School educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

Parents are an integral part of the education of La Mirada School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through Class Dojo and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Class Dojo translates English messages to Spanish, making communication more accessible to parents.

d. The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

At La Mirada our school calendar provides our community with information and support. Our parents participate in these parent workshops, in order to empower themselves. La Mirada School will continue to support parents by hosting meetings.

e. The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

La Mirada School will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Students are provided flyers and notices in English and Spanish. Utilizing social media has proven to be another effective method as parents are able to look at the school webpage for current information. In addition, Blackboard messages are bilingual. Translators if needed are provided at meetings: Coffee with the Principal, ELAC, Parent Conferences, and SSC.

f. La Mirada School provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14]) La Mirada School will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

La Mirada School to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f]) When known, all information and meetings are bilingual to accommodate the needs of both our English and Spanish-speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

a. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1]) La Mirada School will provide Professional Development to staff, so high-quality curriculum and instruction is provided, so our student's meet California's academic standards. Parents will be welcomed and informed throughout the year on how to volunteer in their child's classroom. The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

b. Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
   1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
      The school will conduct conferences available to all students and families in the Trimester 1, 2 and 3. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.

   2. Frequent reports to parents on their children's progress. (20 U.S.C. §6318[d][2][B])

The school will issue progress reports at the midway point for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods if needed. At the end of each grading period, report cards will be issued to detail student progress

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
   Parents have access to staff via email, phone calls, and Class Dojo. Parents may volunteer with our committees, student activities, and community activities. Parents may observe student activities such as festivals, performances, and Open House that are available at different points during the year.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
   To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*
***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*
https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp

Title I School-Level Parent and Family Engagement Policy

Ocean View Hills School

2024-2025

Approved At School Site Council Meeting on 10-31-24

2.0 With approval from the local governing board, Ocean View Hills School has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

Ocean View Hills School will involve parents in the joint development of the Ocean View Hills School Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in District Title I Parent, in the District's Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. Ocean View Hills School will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. Ocean View Hills School will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents' rights and responsibilities, and how to support their children's education.

Parents meet at meetings, such as Coffee with the Principal, the English Learner Advisory Committee (ELAC), and the School Site Council (SSC). This policy will be discussed with staff and will be asked to provide input on the School-Level Parent and Family Engagement Policy. At all these meetings, parents and teachers will be given the opportunity to participate in the development and revision of the policy. The policy will be uploaded Ocean View Hills School's website.

2.1 Involvement of Parents in the Title I Program

The School-Level Parent and Family Engagement policy shall describe the means for how Ocean View Hills School shall carry out the following requirements: (20 U.S.C. § 6318[b][1])

The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

Ocean View Hills School will hold an Annual Title I Meeting which will be scheduled early in the year during our Back to School Night. Parents are informed by Blackboard and emails from classroom Teachers through Synergy, Google Classroom and/or TeacherEase.

The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, childcare, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])

Ocean View Hills School will continue to offer hybrid meetings when needed, with an in-person and Zoom option for families, in order to make them more accessible.

The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the School Parent and Family Engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

Ocean View Hills School involves parents in planning and reviewing the School Plan for Student Achievement during English Language Advisory Committee meetings, Coffee with the Principal and School Site Council. Meetings are advertised one week in advance using Blackboard, Peachjar, Google Classroom and/or TeacherEase as well as posting this information on the school website.

The school provides parents of participating children with the following:

1) Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A]) Ocean View Hills School holds a Title 1 meeting during Back to School Night.
2) A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
   Ocean View Hills School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. Ocean View Hills School will explain and describe the curriculum and assessment methods used to measure student progress by:
   - Passing out grade level standards to parents
   - Providing explanation of standards at English Language Advisory Committee meetings
   - Providing explanation of standards at Coffee with the Principal meetings
   - Teachers provide explanations at Back to School Night, Open House, and parent conferences.
3) If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20U.S.C. § 6318[c][4][C])
   Ocean View Hills School will hold regular ELAC and SSC meetings, Parent Workshops, Fall and Spring Teacher Conferences and Coffee with the Principal meetings. Parents are informed of these meetings using Blackboard, Peachjar, Google Classroom and TeacherEase on these opportunities to be involved in their child's learning. Parents can also request a conference with a teacher at any time.

If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5])

Parents can submit comments to the principal or through the SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

A. The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Parent workshops are centered around topics which include:

- Smarter Balanced Assessments and understanding the results
- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- ParentVUE
- Socio-Emotional Health

B. The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2])

In addition to our Parent Workshops, Ocean View Hills School, also hosts Coffee with the Principal, Back to School Night, Open House and Assemblies. These events are held during the school day and evening. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.

C. The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

Parents are an integral part of the education of Ocean View Hills School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through TeacherEase, Google Classroom and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Blackboard translates English messages to Spanish and other languages as needed, making communication more accessible to parents. The Title I Coordinator, with the support of the Local District Parent Educator Coach will provide Professional Development to the school staff. Professional Development primarily occurs on Fridays or during Grade/Department Level Planning meetings.

D. The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.

(20 U.S.C. § 6318[e][4])

Ocean View Hills School families have the opportunity to participate at the District Parent Center which provides our community with information and support. Ocean View Hills School

families also participate in parent workshops in order to empower themselves. Ocean View Hills School will continue to support parents by hosting meetings in person and/or by Zoom.

E. The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
VDM will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Information is provided in English and Spanish. Utilizing social media has proven to be another effective method to relay information.
Families are also able to look at the school webpage for current information. In addition, Blackboard calls can be sent in Spanish. Translators, if needed, are provided at meetings such as Coffee with the Principal, English Language Advisory Committee, Parent Conferences, and School Site Council.

F. The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
VDM will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, Ocean View Hills School, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])
When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible. Additional accommodations can be made upon request.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1]) Ocean View Hills School will provide Professional Development to staff to ensure that high-quality curriculum and instruction is provided, so our student's meet California's

academic standards. Parents will be welcomed and informed throughout the year on how to become involved in their child's education. The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
   The school will conduct parent conferences available to all students and families during the First and Second Semester. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B]) The school will issue progress reports at the midway point of each Semester for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods, if needed. At the end of each Semester, report cards will be issued to detail each student's academic performance.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C]) Parents have access to staff via email, phone calls, and TeacherEase. Parents may volunteer with our committees and community activities. Parents may observe student activities such as performances, award assemblies, and Open House, which are available at different times during the year.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
   To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

It may be helpful to include the parent and family engagement policy review in the annual review of the School Plan for Student Achievement.

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

Title I School-Level Parent and Family Engagement Policy

Smythe

November 1, 2024

2.0 With approval from the local governing board, Smythe has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])Parents and family members of children participating in Title 1, Part A, programs, can if they find the plan under ESSA Section 1112 is not satisfactory to the parents and family members, and the San Ysidro School District, shall submit the parent comments with the plan when the LEA submits the plan to the State (ESSA Section 1116[b][4]).

- Smythe involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review*, and improvement of the school's Title I programs and the Title I, Part A, including the planning, review and improvement of the school parent and family engagement policy and the joint development of the Single Plan for Student Achievement. This takes place at Principal Parent Meeting, ELAC Meetings and SSC Meetings (ESSA Section 1116[c][3]).

- Challenging State academic standards; and if requested by parents of Title I students, the school provides opportunities for regular meetings to formulate suggestions and to participate, as appropriate, and to respond to any such suggestions as soon as practicably possible in decisions relating to the education of their children. These meetings are held throughout the school year such as, Parent Orientation/Annual Title 1 Parent Meetings, Principal Parent Meetings, Student Study Team, School Site Council Meetings, English Language Advisory Committee, and/or Parent-Teacher Conferences. (ESSA Section 1116[c][4][A-C])

- If the school-wide program is not satisfactory to the parents of participating children, parents may submit any comments on the plan when the school makes the plan available to the local educational agency. (ESSA Section 1116[c][5])

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at *Smythe*, the following practices have been established:

a) Smythe convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])
Smythe offers parent engagement meetings at various times that are convenient to families, such as the morning and evenings, and may provide Title 1, Part A, funds when applicable for transportation, childcare, or home visits, as such services relate to parent involvement (ESSA Section 1116[c][2]).

b) Smythe offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])
Smythe convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program. This annual meeting is held at the beginning of the school year. All parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I and to explain the requirements of Title I, and the right of the parents to be involved (ESSA Section 1116[c][1]

c) Smythe involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
Smythe provides parents and family members of participating students of Title 1, Part A programs with timely information on the curriculum used at the school, the assessments used to measure student progress, and the achievement levels of the students

d) Smythe provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
Multiple means of communication such as; ClassDojo, School website, blackboard and notes sent home with students will be utilized to communicate the information about the Title 1 program

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
Regular monthly meetings will include quarterly data presentations during Coffee with the Principal to review student progress data.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as

practicably possible. (20 U.S.C. § 6318[c][4][C])
In addition to monthly scheduled meetings, the principal will provide a QR code that allows parents to submit anonymous comments and suggestions.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
Forms are available in the office for parents to submit comments and or make an appt with the principal for further discussion.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establish the practices listed below. (20 U.S.C. § 6318[e])

Smythe provides parents with assistance in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
Smythe provides parents and family members of participating students of Title 1, Part A programs with timely information on the curriculum used at the school, the assessments used to measure student progress, and the achievement levels of the students.

Smythe provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
Smythe has a fully functioning parent center that will serve parents in meetings, trainings and workshops.

Smythe educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
Teachers, staff, and parents will work as equal partners through community events and cultural experiences.

Smythe will, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
Programs such as Cabe will be offered to parents for educational purposes.

Smythe ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. §

6318[e][5])
Multiple means of communication such as; ClassDojo, School website, blackboard and notes sent home with students will be utilized to communicate the information about the Title 1 program.

Smythe provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
Smythe offers parent engagement meetings at various times that are convenient to families, such as the morning and evenings, and may provide Title 1, Part A, funds when applicable for transportation, childcare, or home visits, as such services relate to parent involvement (ESSA Section 1116[c][2]).

2.3 Accessibility

Smythe, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

f) Smythe offers parent engagement meetings at various times that are convenient to families, such as the morning and evenings, and may provide Title 1, Part A, funds when applicable for transportation, childcare, or home visits, as such services relate to parent involvement (ESSA Section 1116[c][2]).

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
Teachers collaborate with each other and district resource teachers weekly to review and reflect on student achievement. Teachers will set goals for their students and provide opportunities for reteaching as needed. Parents will encourage their students to be prepared and participate actively in their learning.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
   The compact will be posted in every room as teachers refer to it during individual parent-teacher conferences. The principal will review the compact with staff during a faculty meeting.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
   Smythe holds annual Back to School Nights and Open House events. Parent conferences are conducted after every trimester to give reports of student progress.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
   Opportunities to participate in classroom and school-wide activities will be posted so that all parents have the opportunity to volunteer. SYSD board policies for volunteer participation will be followed for appropriate protocol.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
   Multiple means of communication such as; ClassDojo, School website, blackboard and notes sent home with students will be utilized to communicate the information about the Title 1 program . Materials will be communicated in English and Spanish

https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp

Sunset Elementary
Home of The Mighty Lions

Matthew Bandy
Interim Principal
3825 Sunset Lane, San Ysidro, CA 92173
(619) 428-1148
Matthew.Bandy@sysdschools.org

Title I School-Level Parent and Family Engagement Policy

Sunset Elementary

October 10th, 2024

2.0 With approval from the local governing board, Sunset Elementary has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

At Sunset Elementary, the development of a written parent and family engagement policy is a collaborative process that includes input from parents, family members, teachers, and school staff to ensure the policy is comprehensive and reflects the community's needs. With approval from the school site council, Sunset Elementary organizes meetings and feedback sessions where parents of Title I students can share their insights, needs, and expectations. During these sessions, families are encouraged to voice their thoughts on how the school can best support parent engagement, and their feedback is integrated into the policy.

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at Sunset Elementary, the following practices have been established:

a) Sunset Elementary convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

Sunset Elementary hosts an annual meeting at a convenient time, inviting all parents of participating children. During this meeting, parents are informed about the school's participation in the Title I program, program requirements, and their rights to be

involved. Activities include an overview of Title I goals, information on parental rights, and opportunities for questions and input from parents.

b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])

To encourage family participation, Sunset Elementary offers meetings at different times, including both morning and evening options. Title I funds may be used to provide transportation, child care, or home visits if needed, removing barriers for parents who otherwise may not be able to attend.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

Parents are invited to participate in organized, ongoing opportunities to review, plan, and improve the Title I program. Through regular meetings, feedback forms, and family engagement events, parents contribute to updating the family engagement policy and the schoolwide program plan.

d) The school provides parents of participating children with the following:

1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

Sunset Elementary ensures parents receive timely updates on the Title I program via newsletters, email updates, and the school's website. This communication includes key dates, updates on program changes, and relevant resources to keep families informed and involved.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])

The school provides an overview of the curriculum, assessment methods, and achievement standards through parent workshops, curriculum nights, and informational sessions. These events help parents understand the academic tools and standards guiding their child's learning.

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

Sunset Elementary offers regular meetings where parents can make suggestions and participate in decisions related to their child's education. Suggestions from parents are addressed promptly, and follow-up meetings or calls are scheduled as necessary to maintain open communication.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])

If parents are not satisfied with the schoolwide program plan, Sunset Elementary allows them to submit written comments. These comments are included when the plan is shared with the local educational agency, ensuring that parents' voices are represented in the decision-making process.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establishes the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Sunset Elementary hosts informational workshops and meetings where parents learn about state academic standards, local assessments, and Title I requirements. Parents are also provided guidance on monitoring their child's progress and collaborating with educators to support their child's achievement.

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])

The school offers training sessions and resources, such as take-home learning materials, to help parents effectively support their child's learning. Family workshops on topics like reading strategies, math skills, and homework assistance equip parents with tools to reinforce classroom learning at home.

c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

With the help of parent input, Sunset Elementary provides professional development for teachers and staff on the importance of parent contributions, strategies for effective communication, and ways to engage parents as equal partners. This training builds stronger connections and mutual understanding between school staff and families.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])

Sunset Elementary integrates its parent involvement programs with other federal, state, and local initiatives, including partnerships with public preschool programs. Parent resource centers and collaborative community events encourage parents to become more involved in their child's education.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

All communication about school programs, meetings, and events is provided in family-friendly formats, and when possible, in the primary language spoken by the parents. This may include translated materials, multilingual staff, and interpretation services at events to accommodate the language needs of families.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

Sunset Elementary welcomes parent requests for further support in engagement activities. These may include one-on-one meetings, additional resources, or specific workshops tailored to parent needs to strengthen their ability to support their child's learning.

2.3 Accessibility

Sunset Elementary, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

Sunset Elementary is committed to ensuring that all parents and family members have the opportunity to participate in their child's education, regardless of language proficiency, disability, or migratory status. To support this, the school has implemented the following practices:

1. **Providing Translated Materials and Interpretation Services**

Sunset Elementary translates important documents, including school reports and program information, into Spanish. At meetings and events, the school offers interpretation services to help families with limited English proficiency fully participate.

2. **Outreach Consultant and Support Staff**

   Sunset Elementary employs a bilingual outreach consultant to assist parents with limited English proficiency or other needs in understanding school communications, navigating resources, and actively participating in their child's education.

3. **Flexible Meeting and Event Options**

   To accommodate the diverse needs of parents, the school offers meetings and workshops at varied times and through multiple formats, including virtual options, making it easier for all parents, including those who are migratory, to stay informed and involved.

4. **Culturally Relevant Family Engagement Events**

   Sunset Elementary organizes culturally inclusive events and workshops where all families can feel welcomed, informed, and valued, bridging gaps and fostering an inclusive school community.

Through these practices, Sunset Elementary strives to create an inclusive environment that respects and supports the unique needs of each family, ensuring that all parents have meaningful opportunities to engage in their child's education.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])

   Sunset Elementary is committed to providing a high-quality curriculum and effective, supportive learning environment that helps all students meet state academic standards. Teachers at Sunset Elementary:

   - Use research-based instructional practices to meet individual learning needs.
   - Provide targeted interventions and enrichment activities to support diverse learners.

- Foster a safe and inclusive environment where students feel valued and motivated to learn.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])

   Sunset Elementary holds two parent-teacher conference weeks each year where the school-parent compact is discussed. Teachers and parents collaborate to set individual student goals, discuss academic achievements, and review any support needed to help the student succeed.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

   Parents receive report cards each trimester. In addition, Sunset Elementary teachers provide access to an online portal where parents can communicate with teachers about grades and assignments, helping them stay updated on their child's progress.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

   Sunset Elementary offers flexible opportunities for parents to engage with the school. Parents have reasonable access to teachers and staff for conferences or questions. Volunteer opportunities, classroom observation times, and parent workshops are available to help parents participate actively in their child's learning.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

   Sunset Elementary ensures ongoing communication through emails, newsletters, phone calls, and parent meetings. Information is translated into Spanish when possible, and interpretation services are available at school events. Bilingual staff members assist with language support to promote inclusive communication for all families.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp

Willow School
Home of The Roadrunners

Myrna Cerda
Principal
226 Willow Road, San Ysidro, CA 92173
(619) 428-2231
Myrna.Cerda@sysdschools.org

Title I School-Level Parent and Family Engagement Policy
Willow School

October 12, 2024

2.0 With approval from the local governing board, *Willow School* has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and updated periodically to meet the changing needs of parents and the school. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) Willow School will involve parents in the joint development of the Willow School Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in Local District Title I Parent Study Groups, in the District's Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. Willow School will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. Willow School will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents' rights and responsibilities, and how to support their children's education.

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at *Willow School* the following practices have been established:

a. Willow School convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1]) Willow School will hold an Annual Title I Meeting which will be scheduled early in the year and in the evening to inform parents of the Title I program. Parents are informed by Blackboard Connect, Class Dojo, and flyers.

b. The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, childcare, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])

The Principal and Title I Coordinator of Willow School will do outreach when the best time is for parents. Willow School will continue hosting Zoom and In-Person Meetings for parents, in order to make them more accessible

c. The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])
Willow School involves parents in planning and reviewing the School Plan for Student Achievement. At least a week in advance the school will advertise these meetings by Blackboard, Class Dojo, flyers, and posting information on the school website.

d. The school provides parents of participating children with the following:
   1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
   Willow School will advertise meetings by Blackboard, Class Dojo, flyers, school postings, and the school website.
   2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
   Willow School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. Willow School will explain and describe the curriculum and assessment methods used to measure student progress by:
      - Passing out grade level standards to parents
      - Providing explanation of standards at ELAC meetings
      - Providing explanation of standards at Coffee with the Principal meetings
      - Teachers provide explanations at Back to School Night, Open House, and parent conferences.
   3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
   Willow School will hold regular ELAC and SSC meetings, Parent Workshops, and Coffee with the Principal meetings. Parents are informed by Blackboard, Class Dojo, and flyers on these opportunities to be involved in their child's learning.

e. If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
Parents can submit comments through the principal or SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establish the practices listed below. (20 U.S.C. § 6318[e])

a. The school provides parents with assistance in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
Parent workshops are centered around topics which include:
   - Smarter Balanced Assessments and understanding the results

- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- Parent Portal
- Socio-Emotional Health

b. The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2])
In addition to our Parent Workshops, Willow School also hosts Coffee with the Principal, Back to School, Open House and assemblies. They are hosted during the school day, evening, and Saturdays. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.

c. Willow School educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])
Parents are an integral part of the education of Willow School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through Class Dojo and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Class Dojo translates English messages to Spanish, making communication more accessible to parents. The Principal will provide Professional Development to the school staff. All Professional Development occurs on Mondays and Tuesdays.

d. The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
At Willow School our school website provides our community with information and support. Our parents participate in these parent workshops, in order to empower themselves. Willow School will continue to support parents by hosting meetings on Zoom and in-person. In addition, parent workshops that are on Zoom will be recorded and placed on the school's website.

e. The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
Willow School will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Students are provided flyers and notices in English and Spanish. Utilizing social media has proven to be another effective method as parents are able to look at the school webpage for current information. In addition, Blackboard calls are bilingual. Translators, if needed are provided at meetings: Coffee with the Principal, ELAC, Parent Conferences, and SSC.

f. Willow School provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
Willow School will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

willow School to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f]) When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

a. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
Willow School will provide Professional Development to staff, so high-quality curriculum and instruction is provided, so our student's meet California's academic standards. Parents will be welcomed and informed throughout the year on how to volunteer in their child's classroom. The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

b. Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])
   1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
   The school will conduct conferences available to all students and families in the Trimester 1, 2 and 3. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B]) The school will issue progress reports at the midway point for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods if needed. At the end of each grading period, report cards will be issued to detail student progress

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C]) Parents have access to staff via email, phone calls, and Class Dojo. Parents may volunteer with our committees, PTA activities, and community activities. Parents may observe student activities such as festivals, performances, and Open House that are available at different points during the year.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
   To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*
***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*
https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp

Title I School-Level Parent and Family Engagement Policy
San Ysidro Middle School
2024-2025

2.0 With approval from the local governing board, San Ysidro Middle School has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) The school involves parents of Title 1 students in an organized, ongoing, and timely way in the planning and reviewing of Parent and Family Engagement Policy through presentations in monthly parent-principal meetings and gaining feedback from parents to revise the policy, as needed. In order to gather adequate representation of parents and family members of children receiving Title I, the policy is presented to ELAC and School Site Council on November 7th, 2024, and approved by the latter. After the San Ysidro School District Board approves the policy, the school distributes the policy by sending it home to parents and family members participating in the Title 1 program.

2.1 Involvement of Parents in the Title I Program

The policy describes the means for carrying out Title I parent and family engagement requirements. (20 U.S.C. § 6318[b][1])

To involve parents and family members in the Title I program at San Ysidro Middle School, the following practices have been established:

a) San Ysidro Middle School convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])San Ysidro Middle School will hold an Annual Title I Meeting which will be scheduled early in the year during our Back to School Night. Parents are informed by Blackboard and emails from classroom Teachers through Synergy, Google Classroom and/or Teacher Ease.

b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, childcare, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2]) The principal and Title 1 Coordinator of San Ysidro Middle School will do outreach when the best time is for parents.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3]) San Ysidro Middle School involves parents in planning and reviewing the School Plan for Student Achievement during English Language Advisory Committee meetings, Coffee with the Principal and School Site Council. Meetings

are advertised one week in advance using Blackboard, Google Classroom and/or Teacher Ease as well as posting this information on the school website.

d) The school provides parents of participating children with the following:
   1. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
      Title 1 School Designation, English Language Advisory Committee (ELAC), School Site Council Title 1 oversight, and District Advisory Council. San Ysidro Middle School holds a Title 1 meeting during Back to School Night.

   2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
      San Ysidro Middle School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. San Ysidro Middle School will explain and describe the curriculum and assessment methods used to measure student progress by:
      - Passing out grade level standards to parents
      - Providing explanation of standards at English Language Advisory Committee meetings
      - Providing explanation of standards at Coffee with the Principal meetings
      - Teachers provide explanations at Back to School Night, Open House, and parent conferences.

   3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
      San Ysidro Middle School will hold regular ELAC and SSC meetings, Parent Workshops, and Coffee with the Principal meetings. Parents are informed of these meetings using Blackboard, Google Classroom and Teacher Ease on these opportunities to be involved in their child's learning.

e) If the schoolwide program plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency. (20 U.S.C. § 6318[c][5])
   Parents can submit comments to the principal or through the SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds establish the practices listed below. (20 U.S.C. § 6318[e])

a) The school provides parents with assistance in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])
   To help reach these goals, the school has established the following practices: monthly parent meetings, School Site council meetings, ELAC meetings, New

Student/Family Orientation meeting and Parent Institute (PIQE). Parent workshops are centered around topics which include:

- Smarter Balanced Assessments and understanding the results
- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- ParentVUE
- Socio-Emotional Health

b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 U.S.C. § 6318[e][2]) In addition to our Parent Workshops, San Ysidro Middle School, also hosts Coffee with the Principal, Back to School Night, Open House and Assemblies. These events are held during the school day and evening. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.

c) San Ysidro Middle school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3]) Parents are an integral part of the education of San Ysidro Middle School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through teacher Ease, Google Classroom and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Blackboard translates English messages to Spanish and other languages as needed, making communication more accessible to parents. The Title I Coordinator, with the support of the Local District Parent Educator Coach will provide Professional Development to the school staff. Professional Development primarily occurs on Fridays or during Grade/Department Level Planning meetings.

d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4]) San Ysidro Middle School families have the opportunity to participate at the District Parent Center which provides our community with information and support. San Ysidro Middle families also participate in parent workshops, in order to empower themselves. San Ysidro Middle School will continue to support parents by hosting meetings in person and/or Zoom.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20

U.S.C. § 6318[e][5])
San Ysidro Middle will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Information is provided in English and Spanish. Utilizing social media has proven to be another effective method to relay information. Families are also able to look at the school webpage for current information. In addition, Blackboard calls can be sent in Spanish. Translators, if needed, are provided at meetings such as Coffee with the Principal, English Language Advisory Committee, Parent Conferences, and School Site Council.

f) San Ysidro Middle School provides other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
San Ysidro will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

San Ysidro Middle School, to the extent practicable, provides opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the requirements listed below. (20 U.S.C. § 6318[d])

a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1]) San Ysidro Middle School will provide Professional Development to staff to ensure that high-quality curriculum and instruction is provided, so our student's meet California's academic standards. Parents will be welcomed and informed throughout the year on how to become involved in their child's education. The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the requirements listed below. (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A]) The school will conduct parent conferences available to all students and families during the First and Second Semester. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
   The school will issue progress reports at the midway point of each Semester for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods, if needed. At the end of each Semester, report cards will be issued to detail each student's academic performance.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C]) Parents have access to staff via email, phone calls, and teacher Ease. Parents may volunteer with our committees and community activities. Parents may observe student activities such as performances, award assemblies, and Open House, which are available at different times during the year.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D]) To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*
***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp

Title I School-Level Parent and Family Engagement Policy

Vista Del Mar Middle School

2024-2025

Approved At School Site Council Meeting on 9-12-24

2.0 With approval from the local governing board, Vista Del Mar Middle School (VDM) has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (*EC* Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

Vista Del Mar will involve parents in the joint development of the Vista Del Mar Local Education Agency (LEA) Plan by inviting parents of Title I students to participate in District Title I Parent, in the District's Title I Focus Group, and in school level activities related to the SYSD LEA Plan, including program and budget development for categorical programs. Vista Del Mar will involve parents in the activities of Title I schools, ensuring that schools listen responsively to parents, welcome them as partners, and provide leadership and learning opportunities to them. Vista Del Mar will ensure that parents and family members are knowledgeable about school and District programs, engagement opportunities, student and school performance data, parents' rights and responsibilities, and how to support their children's education.

Parents meet at meetings, such as Coffee with the Principal, the English Learner Advisory Committee (ELAC), and the School Site Council (SSC). This policy will be discussed with staff and will be asked to provide input on the School-Level Parent and Family Engagement Policy. At all these meetings, parents and teachers will be given the opportunity to participate in the development and revision of the policy. The policy will be uploaded on Vista Del Mar's website.

2.1 Involvement of Parents in the Title I Program

The School-Level Parent and Family Engagement policy shall describe the means for how Vista Del Mar Middle School shall carry out the following requirements: (20 U.S.C. § 6318[b][1])

The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

Vista Del Mar Middle School will hold an Annual Title I Meeting which will be scheduled early in the year during our Back to School Night. Parents are informed by Blackboard and emails from classroom Teachers through Synergy, Google Classroom and/or TeacherEase.

The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])

Vista Del Mar Middle School will continue to offer hybrid meetings when needed, with an in-person and Zoom option for families, in order to make them more accessible.

The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the School Parent and Family Engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

Vista Del Mar Middle School involves parents in planning and reviewing the School Plan for Student Achievement during English Language Advisory Committee meetings, Coffee with the Principal and School Site Council. Meetings are advertised one week in advance using Blackboard, Peachjar, Google Classroom and/or TeacherEase as well as posting this information on the school website.

The school provides parents of participating children with the following:

1) Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])
   Vista Del Mar Middle School holds a Title 1 meeting during Back to School Night.
2) A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])
   Vista Del Mar Middle School will inform parents of the curriculum standards and school programs. This information is given by classroom teachers at parent meetings. Vista Del Mar Middle School will explain and describe the curriculum and assessment methods used to measure student progress by:
   - Passing out grade level standards to parents
   - Providing explanation of standards at English Language Advisory Committee meetings
   - Providing explanation of standards at Coffee with the Principal meetings
   - Teachers provide explanations at Back to School Night, Open House, and parent conferences.
3) If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])
   Vista Del Mar Middle School will hold regular ELAC and SSC meetings, Parent Workshops, Fall and Spring Teacher Conferences and Coffee with the Principal meetings. Parents are informed of these meetings using Blackboard, Peachjar, Google Classroom and TeacherEase on these opportunities to be involved in their child's learning. Parents can also request a conference with a teacher at any time.

If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5])
Parents can submit comments to the principal or through the SSC if they are not satisfied with the program. Those comments will be shared with the district.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

A. The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Parent workshops are centered around topics which include:

- Smarter Balanced Assessments and understanding the results
- Math
- Literacy
- ELPAC Testing and Reclassification
- Importance of Attendance
- Graduation Requirements
- How to Support Learning at Home
- ParentVUE
- Socio-Emotional Health

B. The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2])

In addition to our Parent Workshops, Vista Del Mar Middle School, also hosts Coffee with the Principal, Back to School Night, Open House and Assemblies. These events are held during the school day and evening. These trainings are presented by school personnel and Local District experts. Handouts are disseminated to parents at these workshops. These sessions are designed to provide families a variety of strategies to partner with teachers in the education of their child.

C. The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])

Parents are an integral part of the education of Vista Del Mar Middle School and our teachers are trained and encouraged to form a partnership with our families. Regular contact is maintained through TeacherEase, Google Classroom and phone calls, to keep parents informed of their child's progress. Many teachers utilize technology as a quick way to keep in touch with parents on a more regular basis. Blackboard translates English messages to Spanish and other languages as needed, making communication more accessible to parents. The Title I Coordinator, with the support of the Local District Parent Educator Coach will provide Professional Development to the school staff. Professional Development primarily occurs on Fridays or during Grade/Department Level Planning meetings.

D. The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that

encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])
Vista Del Mar families have the opportunity to participate at the District Parent Center which provides our community with information and support. Vista Del Mar families also participate in parent workshops in order to empower themselves. Vista Del Mar Middle School will continue to support parents by hosting meetings in person and/or by Zoom.

E. The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])
VDM will ensure information is provided in a variety of methods to ensure parents are kept up to date with programs, meetings, and activities. Information is provided in English and Spanish. Utilizing social media has proven to be another effective method to relay information. Families are also able to look at the school webpage for current information. In addition, Blackboard calls can be sent in Spanish. Translators, if needed, are provided at meetings such as Coffee with the Principal, English Language Advisory Committee, Parent Conferences, and School Site Council.

F. The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])
VDM will provide translation when needed. Handouts are provided in a language other than English when it is known.

2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, Vista Del Mar Middle School, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])
When known all information and meetings are bilingual to accommodate the needs of both our English and Spanish speaking families. Parent meetings are held in locations accessible to parents with disabilities. The school is wheelchair accessible. Additional accommodations can be made upon request.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their

child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])
Vista Del Mar Middle School will provide Professional Development to staff to ensure that high-quality curriculum and instruction is provided, so our student's meet California's academic standards. Parents will be welcomed and informed throughout the year on how to become involved in their child's education. The school will provide workshops on how parents can support their child's learning. Staff will have ongoing Professional Development on how to develop partnerships with parents.

b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])

1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])
   The school will conduct parent conferences available to all students and families during the First and Second Semester. During these conferences, student performance will be discussed and the elements of the compact that directly relate to student achievement.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])
   The school will issue progress reports at the midway point of each Semester for each grading period. Further, the school will utilize Parent Conferences in order for parents and students to have access to their progress throughout the grading periods, if needed. At the end of each Semester, report cards will be issued to detail each student's academic performance.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])
   Parents have access to staff via email, phone calls, and TeacherEase. Parents may volunteer with our committees and community activities. Parents may observe student activities such as performances, award assemblies, and Open House, which are available at different times during the year.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])
   To further build ties between home and school, and support academic achievement for all students, effective two-way communication is emphasized. Whenever possible, information is communicated to parents in the language and form that they understand.

It may be helpful to include the parent and family engagement policy review in the annual review of the School Plan for Student Achievement.

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTION WITH BLOOKET LLC TO IMPLEMENT THE BLOOKET PLUS PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

Booklet is a web-based learning tool that allows teachers to create or select games for students to answer in real time. It is a cutting-edge, entertaining online learning tool created to give students a fun, interactive learning experience. It lets teachers design their own game-based learning sessions or select from a vast array of pre-made ones, fusing the thrill of gaming with instructional material.

The Principal at Vista Del Mar Middle School is requesting approval to implement the Booklet Plus program from Blooket, LLC. This license subscription will give access to three teachers for one year.

RECOMMENDATION:

Approve the license subscription with Blooket LLC for the implementation of the Blooket Plus program at Vista Del Mar Middle School at the total cost of $179.64 from Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$179.64	Title I Fund
(Amount)	(Name of funding source and/or location)

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

QUOTE

Date: Oct 14, 2024

Balance Due: $179.64

Blooket LLC
PO Box 830618,
Philadelphia, PA 19182-0618

Bill To:

Vista Del Mar Middle School

Item	Quantity	Rate	Amount
One-Year Blooket Plus Subscription	3	$59.88	$179.64

Total: $179.64

Notes:

Please make sure all payments go to the Blooket Lockbox located at P.O. Box 830618, Philadelphia, 19182-0618.

All quotes, invoices and purchases are subject to the Terms of Service of Blooket LLC unless previously agreed to in writing by the parties. The Terms of Service are located on the www.blooket.com website. Purchasers agree to be bound by the Terms of Service and comply with the Privacy Policy provisions of the website at all times.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Special Education
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SYSTEMATIC ANALYSIS OF LANGUAGE TRANSCRIPT (SALT) SOFTWARE

BACKGROUND INFORMATION:
Systematic Analysis of Language Transcripts (SALT) software standardizes the process of eliciting, transcribing, and analyzing language samples. It includes a transcription editor, standard reports, and reference databases for comparison with typical peers.

SALT Software LLC is an intellectual property transfer company resulting from research at the University of Wisconsin-Madison and is home to the Systematic Analysis of Language Transcripts (SALT) software.

Cost Implications include:
SALT 24 - Clinical Site License $2,162.00
Online Elicitation Program–Monolingual Eng. Subscription $675.00
Online Elicitation Program–Bilingual Span/Eng Subscription $885.00

RECOMMENDATION:
Approve/Ratify the purchase of the Systematic Analysis of Language Transcripts (SALT) Software from SALT Software, LLC at a cost not to exceed $3,722.00 from LEA Medi-Cal 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. Item 1.8: *Supplemental Material and Professional Development Support* - Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs.

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,212.25	LEA Medi-Cal fund
(Amount)	(Name of funding source and/or location)

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

Price Quote
Q2499

Date: 9/24/2024

From: Heidi Ritzenthaler
SALT Software, LLC

To: Rick Quintana
San Ysidro School District
San Ysidro, CA 92173

Product Code	Description	Category	Qty.	Item Price	Total Price
SITE-C24	SALT 24 - Clinical Site License	New copy	1	$2,162.00	$2,162.00
ELC-PROG-ME	Online Elicitation Program - Monolingual Eng. Subscripti	New copy	15	$45.00	$675.00
ELC-PROG-BL	Online Elicitation Program - Bilingual S/E Subscription	New copy	15	$59.00	$885.00

Subtotal	$3,722.00
Discount	$0.00
Shipping Costs	$0.00
Sales Tax	$0.00
Total	**$3,722.00**

Note: A Clinical site license includes Windows and Mac software and can be installed on any number of district-owned computers.

The Online Story Elicitation programs are single-user annual subscriptions. Each user can acces the program an unlimited number of times during their subscription period.

For questions please contact us at:

SALT Software, LLC
414 D'Onofrio Dr., Ste 310
Madison, WI 53719

Taxpayer Id: 26-1343569

Phone: 608-841-1393
Fax: 608-237-2220
Web: www.SALTSoftware.com
Email: sales@SALTSoftware.com

Terms: net 30 days, U.S. funds only
This price quote is valid for 90 days.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 14, 2024, Board meeting:

- 22nd Annual Early Years Conference 2025 ~ Collaborating to Nurture the Whole Child
- 2024-25 New Coordinator Training
- CASPP and ELPAC Pretest Virtual Training Series
- LCAP – From Accountability to Compliance
- Live Well Advance Conference & School Summit
- Mental Health Webinar Series for K12 Educators
- SDCOE Project GLAD Network
- Your Mental Health First Aid

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	
$1,640.00	General, CSPP, HeadStart and MAA Funds
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – November 14, 2024

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Julie Pretzer Sandra Ferguson ---------- Yadira Martinez, Eva Arcadia, Jihan Garcia, Matilde Diaz, Karla Weinstein, Grecia Lopez, Luz Gabriela Corona, Carmen Romero, Lirio Ruffo, Claudia Sotelo, Areli Martinez, Benita Sanchez, Maria Leslie Raqueno, Mitzi Vazquez Cabrera, Alexandra Núñez, Esmeralda Morales, Silvia Rodriguez, Monica Garcia Brown, Martha Gutiérrez, Olivia Garcia, Begonia Hidalgo	22nd Annual Early Years Conference 2025 ~ Collaborating to Nurture the Whole Child	San Diego	March 7, 2025 ---------- March 8, 2025	$690.00 ($30 p/participant)	CSPP and HeadStart Funds
Sandra Guzman, Cynthia Mosqueda	2024-25 New Coordinator Training	Online	November 21, 2024	$0	N/A
Sandra Guzman, Cynthia Mosqueda	CAASPP and ELPAC Pretest Training	Online	December 3 & 11, 2024	$0	N/A
Manuel Bojorquez, Luis Ramos	LCAP – From Accountability to Compliance	Online	December 10, 2024	$550.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Edith Wilhelm	Live Well Advance Conference & School Summit	San Diego	November 21, 2024	$0	N/A
Marcos Mendoza, Jose Pena, Mary Jo Mullin	Mental Health Webinar Series for K12 Educators	Online	November 6, 2024 December 3, 2024	$0	N/A
Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda	SDCOE Project GLAD Network	Online	November 5, 2024 February 25, 2025 May 20, 2025	$0	N/A
Marcos Mendoza, Jose Pena, Mary Jo Mullin	Your Mental Health First Aid	SDCOE	November 18, 2024	$400.00	MAA Fund

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 #4 (October 1, 2024 through October 31, 2024): ▪ General Fund: 0000012292-0000012300, 0000012303-0000012321, 0000012323-0000012330, 0000012332-0000012345, 0000012347-0000012361, 0000012363, 0000012365-0000012374, 0000012378, 00000123810000012389 ▪ Child Development Fund – 0000012302, 0000012331, 0000012362, 0000012364, 0000012375-0000012377 ▪ Building Measure U Fund: 0000012301.

RECOMMENDATION:
Approve/Ratify the purchase orders incurred by the District during the month of October 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$519,285.70	As listed above
(Amount)	(Name of funding source and/or location)

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

PURCHASE ORDER REPORT (10/01/24 - 10/31/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/1/2024	0000012292	001161	HOME DEPOT	OFFICE MATERIALS	0100	5630000	4300001	050	1,500.00
10/1/2024	0000012293	001671	NORTH COUNTY EDUCATIONAL	CONTRACTED SERVICES	0100	0000000	5300000	071	400.00
10/2/2024	0000012294	0000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	775.00
10/2/2024	0000012295	0000001163	RO HEALTH LLC	PROFESSIONAL SERVICES	0100	0000000	5800010	050	25,000.00
10/3/2024	0000012296	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300002	067	73.26
10/3/2024	0000012297	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	13,356.20
10/3/2024	0000012297	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	97.20
10/7/2024	0000012298	004785	SCHOOL MATE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	018	420.23
10/7/2024	0000012299	0000000910	SMASH MY TRASH	CONTRACTED SERVICES	0100	8150000	5600005	070	500.00
10/7/2024	0000012300	002874	ACSA	REGISTRATION FEES	0100	0000000	5200003	064	5,294.00
10/7/2024	0000012300	002874	ACSA	REGISTRATION FEES	0100	4035000	5200003	061	7,368.00
10/7/2024	0000012303	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	4,373.41
10/7/2024	0000012304	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	0980011	5800017	020	1,768.00
10/7/2024	0000012305	0000000699	EL POLLO GRILL INC	CONTRACTED SERVICES	0100	0000000	4300015	020	841.82
10/8/2024	0000012306	004045	EDUPOINT EDUCATIONAL SYSTEMS	SOFTWARE	0100	0000000	5800006	067	13,537.17
10/8/2024	0000012307	0000000644	TRANSFINDER CORPORATION	MAINTENANCE AGREEMENT	0100	0982000	5800006	074	5,500.00
10/8/2024	0000012308	0000000644	TRANSFINDER CORPORATION	MAINTENANCE AGREEMENT	0100	0982000	5800006	074	7,990.00
10/8/2024	0000012309	004762	WHOLESALE SCHOOLWEAR, INC.	UNIFORMS	0100	3010005	4300019	050	6,000.00
10/8/2024	0000012310	0000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	298.00
10/10/2024	0000012311	000588	SCHOOL SERVICES OF CALIFORNIA	CONTRACTED SERVICES	0100	0000000	5800010	071	5,480.00
10/10/2024	0000012312	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,458.43
10/10/2024	0000012313	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	2600000	5800010	061	48,672.00
10/10/2024	0000012314	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	18,742.80
10/10/2024	0000012314	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	1,525.50
10/10/2024	0000012315	0000001096	SUNBELT STAFFING	PROFESSIONAL SERVICES	0100	6500000	5800010	054	75,000.00
10/10/2024	0000012316	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	73.12
10/10/2024	0000012317	000759	PARRON-HALL	OFFICE MATERIALS	0100	0000000	4400000	061	11,119.81
10/10/2024	0000012318	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	30.15
10/10/2024	0000012319	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	2,995.46
10/10/2024	0000012320	0000001165	SLATER SLATER SCHULMAN LLP	CONTRACTED SERVICES	0100	0000000	5800155	071	2,325.00
10/10/2024	0000012321	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	123.87
10/11/2024	0000012323	002945	PROFESSIONAL TUTORS OF AMERICA	PROFESSIONAL SERVICES	0100	6500000	5800010	054	9,000.00
10/11/2024	0000012324	0000000800	BUREAU OF EDUCATION & RESEARCH	REGISTRATION FEES	0100	6500000	5800010	054	1,120.00
10/11/2024	0000012325	000584	SWEETWATER UNION HIGH	CONTRACTED SERVICES	0100	2600000	5800010	061	10,000.00
10/11/2024	0000012326	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	248.47
10/11/2024	0000012327	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	5800010	071	40,000.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/11/2024	0000012328	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	0100	0000000	5800006	071	5,970.14
10/11/2024	0000012329	0000000767	SALT SOFTWARE, LLC	CONTRACTED SERVICES	0100	6500000	4300003	054	3,722.00
10/11/2024	0000012330	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0982000	4300011	074	111.76
10/11/2024	0000012332	0000001166	QUENCH USA, INC	CONTRACTED SERVICES	0100	0000000	5800010	071	776.00
10/11/2024	0000012333	0000000805	DELTAMATH SOLUTIONS INC	CONTRACTED SERVICES	0100	3010000	5800006	025	1,260.00
10/11/2024	0000012334	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	122.62
10/11/2024	0000012335	0000001165	SLATER SLATER SCHULMAN LLP	PROFESIONAL SERVICES	0100	0000000	5800155	071	87,500.00
10/11/2024	0000012336	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	2,087.33
10/14/2024	0000012337	004639	PINNACLE DRYER CORPORATION	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,625.00
10/14/2024	0000012338	003524	ACE COOLERS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	7,418.84
10/14/2024	0000012339	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	4,490.01
10/14/2024	0000012340	004678	AMAZON CAPITAL SERVICES	SCHOOL INCENTIVES	0100	0300012	4300001	012	120.64
10/14/2024	0000012341	000069	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5600005	070	306.00
10/14/2024	0000012342	0000001167	NETWORKTIGERS, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	613.68
10/15/2024	0000012343	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000003	4300011	071	64.64
10/15/2024	0000012344	001795	WILLYS ELECTRONIC SUPPLY CO.	TECHNOLOGY SUPPLIES	0100	0000000	4300000	022	20.66
10/15/2024	0000012345	004678	AMAZON CAPITAL SERVICES	CUSTODIAL SUPPLIES	0100	0000000	4300007	025	317.84
10/15/2024	0000012347	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	311.40
10/15/2024	0000012348	001178	SAN DIEGO COUNTY	PUBLICATION SUPPLIES	0100	0000000	4300050	073	40.00
10/16/2024	0000012349	000012	CULVER-NEWLIN INC.	OFFICE FURNITURE	0100	0000003	4300011	071	457.72
10/16/2024	0000012350	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4300011	054	358.37
10/16/2024	0000012351	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	012	74.30
10/16/2024	0000012352	0000000845	MYBINDING LLC	OFFICE SUPPLIES	0100	0000000	4300001	022	239.64
10/17/2024	0000012353	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	012	484.86
10/17/2024	0000012354	0000000905	BLUUM USA, INC.	TECHNOLOGY EQUIPMENT	0100	3010000	4300001	024	2,013.24
10/17/2024	0000012355	0000000271	RAPTOR TECHNOLOGIES, LLC	CONTRACTED SERVICES	0100	3010000	5800006	024	805.00
10/17/2024	0000012356	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	42.41
10/17/2024	0000012357	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,533.24
10/17/2024	0000012358	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	4,689.03
10/17/2024	0000012359	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	7,956.84
10/17/2024	0000012360	0000001160	ON SITE DRAPERY CLEANERS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,759.56
10/22/2024	0000012361	004678	AMAZON CAPITAL SERVICES	MAINTENANCE MATERIALS	0100	8150000	4300007	070	69.80
10/22/2024	0000012363	001161	HOME DEPOT	OFFICE MATERIALS	0100	0000003	4300011	071	107.74
10/22/2024	0000012365	0000000938	PIONEER VALLEY BOOKS	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	2,251.98
10/23/2024	0000012366	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300012	025	64.61
10/23/2024	0000012367	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0300020	4300000	020	773.38

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/23/2024	0000012368	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	96.39
10/23/2024	0000012369	003249	CABE SD SOUTH COUNTY	REGISTRATION FEES	0100	4203000	5200003	061	1,200.00
10/24/2024	0000012370	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300011	061	65.64
10/24/2024	0000012371	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	070	1,748.51
10/24/2024	0000012372	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	012	316.29
10/24/2024	0000012373	003856	SUPER DUPER PUBLICATION	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	287.47
10/24/2024	0000012374	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3182000	5800006	012	463.10
10/25/2024	0000012378	0000000772	ACADEMIC SUPPLIER	OFFICE EQUIPMENT	0100	0000000	4400000	061	653.93
10/28/2024	0000012381	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	442.12
10/28/2024	0000012382	0000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	7,981.25
10/29/2024	0000012383	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	024	2,087.33
10/29/2024	0000012384	004678	AMAZON CAPITAL SERVICES	CLASSROOM MATERIALS	0100	1100000	4300001	080	1,295.48
10/31/2024	0000012385	001969	CRISIS PREVENTION INSTITUTE	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	1,306.20
10/31/2024	0000012386	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	4,361.72
10/31/2024	0000012387	0000001162	ARTREACH	CONTRACTED SERVICES	0100	3182000	5800006	012	14,000.00
10/31/2024	0000012388	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	74.89
10/31/2024	0000012389	0000000719	WEST COAST FIRE	CONTRACTED SERVICES	0100	8150000	5600005	070	2,407.00
							Total for 0100		**510,354.50**
10/7/2024	0000012302	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	9024002	4300001	076	3,219.74
10/11/2024	0000012331	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300001	076	110.84
10/22/2024	0000012362	0000000698	WESTED	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	2,543.49
10/22/2024	0000012364	001161	HOME DEPOT	CUSTODIAL SUPPLIES	1200	5210000	4300001	076	329.34
10/25/2024	0000012375	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	9024002	4300001	076	1,583.52
10/25/2024	0000012376	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	9024002	4300001	076	430.52
10/25/2024	0000012377	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	9024002	4300001	076	193.75
							Total for 1200		**8,411.20**
10/7/2024	0000012301	0000001050	NUTRISLICE, INC	CONTRACTED SERVICES	1300	7032000	4300070	085	520.00
							Total for 1300		**520.00**
							Grand Total		**519,285.70**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of October 1, 2024 through October 31, 2024 with checks #14-206766 through #14-218825 for a total expenditure of $2,392,567.73 from the following sources:

General Fund - $1,711,677.74
Child Development Fund- $4,661.98
Child Nutrition Fund - $156,602.75
Building Fund Prop - $1,049,746.71
Capital Facilities Fund - $20,921.50

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the month of October 2024.

2LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,943,610.68	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Expenditure Report

10/1/2024-10/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14206767	CATALINA JAUREGUI	10/3/2024	30.95	0100	MILEAGE
14206770	AMERGIS HEALTHCARE STAFFING	10/3/2024	118941.00	0100	PROFESSIONAL SERVICES
14206771	DANNIS WOLIVER KELLEY	10/3/2024	13101.00	0100	LEGAL SERVICES
14206772	AARDVARK ANT & PEST CONTROL INC.	10/3/2024	2217.00	0100	CONTRACTED SERVICES
14206773	KARINA VICTORINO	10/3/2024	32.83	0100	MILEAGE
14206774	RUDY LOPEZ	10/3/2024	110.27	0100	REIMBURSEMENT
14206776	THE MUSIC THERAPY CENTER OF CALIFORNIA	10/3/2024	1320.00	0100	PROFESSIONAL SERVICES
14206777	CYNTHIA M FRAZEE	10/3/2024	2362.50	0100	PRIFESSIONAL SERVICES
14206778	WILKINSON HADLEY KING &	10/3/2024	2020.00	0100	PROFESSIONAL SERVICES
14206779	WAXIE SANITARY SUPPLY	10/3/2024	42808.22	0100	CUSTOIDAL - SUNSET
14206781	OFFICE DEPOT	10/3/2024	1168.87	0100	OFFICE SUPPLIES
14206782	KONE INC	10/3/2024	11762.01	0100	CONTRACTED SERVICES
14206783	CALIFORNIA DEPT. OF JUSTICE	10/3/2024	980.00	0100	CONTRACTED SERVICES
14206784	WILLYS ELECTRONIC SUPPLY CO.	10/3/2024	180.36	0100	TECHNOLOGY SUPPLIES
14206785	YMCA OF SAN DIEGO COUNTY	10/3/2024	288477.52	0100	CONTRACTED SERVICES
14206786	SMART & FINAL	10/3/2024	212.84	0100	REFRESHMENTS
14206787	SAN YSIDRO SCHOOL DISTRICT	10/3/2024	11893.47	0100	PCARD REPLENISH
14206788	AMAZON CAPITAL SERVICES	10/3/2024	8420.14	0100	INSTRUCTIONAL MATERIALS
14208141	NWEA	10/7/2024	36400.00	0100	CONTRACTED SERVICES
14208143	SARDINA EDUCATIONAL CONSULTING	10/7/2024	380.00	0100	PROFESSIONAL SERVICES
14208144	RO HEALTH LLC	10/7/2024	7452.32	0100	PROFESSIONAL SERVICES
14208145	SAFEWAY INC. -VONS DIVISION	10/7/2024	227.68	0100	REFRESHMENTS
14208146	ORIENTAL TRADING COMPANY, INC.	10/7/2024	260.33	0100	OFFICE SUPPLIES
14208147	REPUBLIC SERVICES	10/7/2024	30221.00	0100	UTILITIES
14208148	RCP BLOCK & BRICK	10/7/2024	1461.87	0100	GROUNDS SUPPLIES
14208149	PEARSON	10/7/2024	3534.12	0100	INSTRUCTIONAL MATERIALS
14208150	AMAZON CAPITAL SERVICES	10/7/2024	1357.04	0100	INSTRUCTIONAL MATERIALS
14209641	FACTS EDUCATION SOLUTIONS LLC	10/10/2024	5526.00	0100	CONTRACTED SERVICES
14209642	EMILY N STEWART CONSULTING	10/10/2024	4000.00	0100	CONTRACTED SERVICES
14209643	T-MOBILE	10/10/2024	3151.24	0100	CONTRACTED SERVICES
14209644	GREGORY SHERMAN	10/10/2024	550.26	0100	REIMBURSEMENT
14209645	GATEAWAY EDUCATION HOLDINGS	10/10/2024	81322.16	0100	INSTRUCTIONAL MATERIALS

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14209647	SWEETWATER UNION HIGH	10/10/2024	4400.00	0100	CONTRACTED SERVICES
14209648	NORTH COUNTY EDUCATIONAL	10/10/2024	400.00	0100	CONTRACTED SERVICES
14209649	LEARNING A-Z	10/10/2024	270.00	0100	INSTRUCTIONAL MATERIALS
14209651	BENCHMARK EDUCATION COMPANY	10/10/2024	41354.45	0100	INSTRUCTIONAL MATERIALS
14209652	VALLEY INDUSTRIAL SPECIALTIES	10/10/2024	1327.87	0100	MAINTENANCE SUPPLIES
14209653	ZENAIDA R. ROSARIO	10/10/2024	142.08	0100	REIMBURSEMENT
14209654	EDUPOINT EDUCATIONAL SYSTEMS	10/10/2024	13537.17	0100	SOFTWARE
14209655	BEST BEST & KRIEGER LLP	10/10/2024	13453.40	0100	LEGAL FEES
14209657	AMAZON CAPITAL SERVICES	10/10/2024	996.45	0100	INSTRUCTIONAL MATERIALS
14209659	SPARKLETTS	10/10/2024	375.61	0100	CONTRACTED SERVICES
14209660	XEROX CORPORATION	10/10/2024	6702.74	0100	CONTRACTED SERVICES
14211375	CORODATA RECORDS MANAGEMENT, INC.	10/14/2024	191.47	0100	CONTRACTED SERVICES
14211376	ELMY FLORES	10/14/2024	178.78	0100	REIMBURSEMENT
14211377	VECTOR USA	10/14/2024	2903.40	0100	PROFESSIONAL SERVICES
14211378	MARTA RODRIGUEZ DE TORRES	10/14/2024	27.40	0100	MILEAGE
14211379	SAN DIEGO CENTER FOR VISION	10/14/2024	2080.00	0100	PROFESSIONAL SERVICES
14211380	KELLY SPICERS STORES	10/14/2024	1012.85	0100	PUBLICATIONS SUPPLIES
14211381	MARK KIRCHER	10/14/2024	61.17	0100	MILEAGE
14211382	PABLO J. SAINZ	10/14/2024	277.38	0100	REIMBURSEMENT
14211383	PURCHASE POWER	10/14/2024	163.99	0100	CONTRACTED SERVICES
14211384	AMBER ELLIOTT	10/14/2024	85.63	0100	MILEAGE
14211385	PARKHOUSE TIRE INC	10/14/2024	818.35	0100	TRANSPORTATION SUPPLIES
14211386	PATHWAY COMMUNICATIONS LTD	10/14/2024	2374.92	0100	TECHNOLOGY SUPPLIES
14211388	EDTHEORY LLC	10/14/2024	8267.83	0100	PROFESSIONAL SERVICES
14211389	LESSONPIX, INC.	10/14/2024	36.00	0100	INSTRUCTIONAL MATERIALS
14211390	SUN DIEGO CHARTER	10/14/2024	9984.00	0100	CONTRACTED SERVICES
14211391	SUPERSONIC DETAILING INC	10/14/2024	348.00	0100	CONTRACTED SERVICES
14211392	NATIONAL CITY TROPHY	10/14/2024	190.20	0100	OFFICE SUPPLIES
14211393	BRIGHVIEW LANDSCAPE SERVICES	10/14/2024	6083.79	0100	CONTRACTED SERVICES
14211394	SIGNA DIGITAL SOLUTIONS, INC	10/14/2024	8745.22	0100	CONTRACTED SERVICES
14211395	VISTA HIGHER LEARNING INC.	10/14/2024	14529.14	0100	INSTRUCTIONAL MATERIALS
14211396	ON SITE DRAPERY CLEANERS	10/14/2024	3466.25	0100	CONTRACTED SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14211397	SLATER SLATER SCHULMAN LLP	10/14/2024	2325.00	0100	CONTRACTED SERVICES
14211398	DIXIELINE LUMBER CO	10/14/2024	30.91	0100	MAINTENANCE SUPPLIES
14211399	PARADIGM HEALTHCARE SERVICES	10/14/2024	3097.50	0100	PROFESSIONAL SERVICES
14211400	SCHOLASTIC , INC	10/14/2024	1382.04	0100	INSTRUCTIONAL MATERIALS
14211401	GRAINGER	10/14/2024	675.28	0100	TRANSPORTATION SUPPLIES
14211402	SCHOOL SPECIALTY	10/14/2024	570.54	0100	INSTRUCTIONAL SUPPLIES
14211403	PARRON-HALL	10/14/2024	3176.91	0100	OFFICE MATERIALS
14211404	SOUTH BAY FENCE, INC.	10/14/2024	1833.46	0100	MAINTENANCE SUPPLIES
14211405	CAROLINA HERNANDEZ	10/14/2024	42.88	0100	MILEAGE
14211406	EWING IRRIGATION	10/14/2024	2126.99	0100	GROUNDS SUPPLIES
14211407	WILLIAM V. MAC GILL & CO.	10/14/2024	2391.01	0100	MEDICAL SUPPLIES
14211408	CABE	10/14/2024	1900.00	0100	REGISTRATION FEES
14211409	BARNES AND NOBLE	10/14/2024	3890.99	0100	LIBRARY MATERIALS
14211410	VELOCITY TRUCK CENTERS	10/14/2024	10302.07	0100	CONTRACTED SERVICES
14211411	PRO ED	10/14/2024	1024.43	0100	INSTRUCTIONAL MATERIALS
14211412	PAR	10/14/2024	799.51	0100	INSTRUCTIONAL MATERIALS
14211413	BIO CORPORATION	10/14/2024	349.21	0100	INSTRUCTIONAL SUPPLIES
14211414	PEARSON	10/14/2024	961.23	0100	INSTRUCTIONAL MATERIALS
14211415	NCS PEARSON	10/14/2024	2292.81	0100	INSTRUCTIONAL MATERIALS
14211416	SUPER DUPER PUBLICATION	10/14/2024	258.50	0100	INSTRUCTOINAL MATERIALS
14211417	R&R CONTROLS INC	10/14/2024	345.00	0100	CONTRACTED SERVICES
14211418	OPTIMUM FLOORCARE	10/14/2024	690.90	0100	CUSTODIAL MATERIALS
14211419	FOLLETT SCHOOL SOLUTIONS, LLC	10/14/2024	447.32	0100	INSTRUCTIONAL MATERIALS
14211420	AMAZON CAPITAL SERVICES	10/14/2024	3341.21	0100	INSTRUCTIONAL MATERIALS
14211421	SCHOOL MATE	10/14/2024	420.23	0100	INSTRUCTIONAL MATERIALS
14211422	PROCARE THERAPY	10/14/2024	17200.85	0100	PROFESSIONAL SERVICES
14212833	P.I.P.S.	10/17/2024	85633.83	0100	PROFESSIONAL SERVICES
14212834	BMR HEALTH SERVICES, INC	10/17/2024	20760.00	0100	PROFESSIONAL SERVICES
14212836	PANERA BREAD COMPANY	10/17/2024	1084.18	0100	REFRESHMENTS
14212837	CAPITOL ADVISORS GROUP, LLC	10/17/2024	2000.00	0100	PRFESSIONAL SERVICES
14212838	JOHNSON CONTROLS	10/17/2024	4490.01	0100	CONTRACTED SERVICES
14212839	NADIA BRAUN	10/17/2024	2640.00	0100	PROFESSIONAL SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14212840	THE STEPPING STONE GROUP	10/17/2024	28437.80	0100	PROFESSIONAL SERVICES
14212841	SUN DIEGO CHARTER	10/17/2024	9984.00	0100	CONTRACTED SERVICES
14212842	THE MUSIC THERAPY CENTER OF CALIFORNIA	10/17/2024	990.00	0100	PROFESSIONAL SERVICES
14212843	CLUB XCITE	10/17/2024	892.50	0100	PROFESSIONAL SERVICES
14212846	CANON FINANCIAL SERVICES, INC	10/17/2024	7112.97	0100	CONTRACTED SERVICES
14212847	SUNBELT STAFFING	10/17/2024	4618.74	0100	PROFESSIONAL SERVICES
14212851	CITY TREASURER	10/17/2024	306.00	0100	CONTRACTED SERVICES
14212852	SCHOOL SPECIALTY	10/17/2024	697.68	0100	INSTRUCTIONAL MATERIALS
14212853	SCHOOL SERVICES OF CALIFORNIA	10/17/2024	4680.00	0100	CONTRACTED SERVICES
14212854	THE INSTITUTE FOR EFFECTIVE	10/17/2024	45090.57	0100	PROFESSIONAL SERVICES
14212855	HOME DEPOT	10/17/2024	6794.84	0100	GROUNDS SUPPLIES
14212856	CALIFORNIA DEPT. OF JUSTICE	10/17/2024	392.00	0100	CONTRACTED SERVICES
14212857	CHULA VISTA PHOTO STUDIO	10/17/2024	1791.11	0100	CONTRACTED SERVICES
14212858	ACSA	10/17/2024	12662.00	0100	REGISTRATION FEES
14212859	AT&T	10/17/2024	8030.07	0100	UTILITIES
14212860	ACE COOLERS INC	10/17/2024	7418.84	0100	CONTRACTED SERVICES
14212861	OPTIMUM FLOORCARE	10/17/2024	217.23	0100	CUSTODIAL MATERIALS
14212862	SIR SPEEDY PRINTING 02890	10/17/2024	929.89	0100	INSTRUCTIONAL MATERIALS
14212863	AMAZON CAPITAL SERVICES	10/17/2024	9093.90	0100	LIBRARY SUPPLIES
14212865	TIME AND ALARM SYSTEMS	10/17/2024	3458.43	0100	CONTRACTED SERVICES
14212866	CALIFORNIA FINANCIAL SERVICES	10/17/2024	10000.00	0100	CONTRACTED SERVICES
14214321	HORIZON DISTRIBUTORS	10/21/2024	414.98	0100	GROUNDS SUPPLIES
14214323	ROOF CONSTRUCTION	10/21/2024	58147.60	0100	CONTRACTED SERVICES
14214324	OFFICE DEPOT	10/21/2024	2920.82	0100	OFFICE SUPPLIES
14214325	HOME DEPOT	10/21/2024	933.16	0100	INSTRUCTIONAL EQUIPMENT
14215977	RAPTOR TECHNOLOGIES, LLC	10/24/2024	805.00	0100	CONTRACTED SERVICES
14215978	WINET PATRICK GAYER CREIGHTON	10/24/2024	987.19	0100	LEGAL SERVICES
14215979	CAL PACIFIC TRUCK CENTER ,LLC	10/24/2024	4478.99	0100	CONTRACTED SERVICES
14215980	SLATER SLATER SCHULMAN LLP	10/24/2024	87500.00	0100	PROFESIONAL SERVICES
14215981	QUENCH USA, INC	10/24/2024	120.00	0100	CONTRACTED SERVICES
14215982	SAN DIEGO GAS & ELECTRIC	10/24/2024	133703.56	0100	UTILITIES
14215983	CITY TREASURER	10/24/2024	31719.81	0100	UTILITIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14215984	A-Z BUS SALES, INC.	10/24/2024	1780.85	0100	CONTRACTED SERVICES
14215985	ACSA	10/24/2024	2916.00	0100	REGISTRATION FEES
14215986	WALMART	10/24/2024	325.01	0100	REFRESHMENTS
14215987	BEST BEST & KRIEGER LLP	10/24/2024	20268.30	0100	LEGAL FEES
14215988	TRANE U.S. INC	10/24/2024	4981.12	0100	MAINTENANCE SUPPLIES
14215989	IMAGE ONE CORPORATION	10/24/2024	5970.14	0100	CONTRACTED SERVICES
14215990	AMAZON CAPITAL SERVICES	10/24/2024	1735.65	0100	INSTRUCTIONAL SUPPLIES
14217535	RICK QUINTANA	10/28/2024	134.21	0100	REIMBURSEMENT
14217536	KEENAN & ASSOCIATES	10/28/2024	32.99	0100	REFUND
14217537	DENISE VILLEZCAS	10/28/2024	402.65	0100	REIMBURSEMENT
14217538	OSCAR MADERA	10/28/2024	134.88	0100	REIMBURSEMENT
14217539	DANNIS WOLIVER KELLEY	10/28/2024	13501.00	0100	LEGAL SERVICES
14217540	PABLO J. SAINZ	10/28/2024	46.23	0100	MILEAGE
14217541	SUN DIEGO CHARTER	10/28/2024	8736.00	0100	CONTRACTED SERVICES
14217542	CURRICULUM ASSOC. INC.	10/28/2024	2006.00	0100	INSTRUCTIONAL MATERIALS
14217543	CDW GOVERNMENT LLC	10/28/2024	16442.20	0100	CONTRACTED SERVICES
14217544	AMAZON CAPITAL SERVICES	10/28/2024	2775.63	0100	OFFICE SUPPLIES
14217545	NIMCO, INC	10/28/2024	1602.46	0100	INSTRUCTIONAL MATERIALS
14217546	NIRVANA BUSTOS	10/28/2024	46.90	0100	MILEAGE
14217547	EUGENIA TEODORO	10/28/2024	276.34	0100	REIMBURSEMENT
14218799	BMR HEALTH SERVICES, INC	10/31/2024	40320.00	0100	PROFESSIONAL SERVICES
14218801	KARINA VICTORINO	10/31/2024	126.24	0100	REIMBURSEMENT
14218802	WEX BANK	10/31/2024	5169.49	0100	CONTRACTED SERVICES
14218803	TRANSFINDER CORPORATION	10/31/2024	7990.00	0100	MAINTENANCE AGREEMENT
14218804	EL POLLO GRILL INC	10/31/2024	841.82	0100	CONTRACTED SERVICES
14218805	ACADEMIC SUPPLIER	10/31/2024	653.93	0100	OFFICE MATERIALS
14218807	DELTAMATH SOLUTIONS INC	10/31/2024	1260.00	0100	INSTRUCTIONAL MATERIALS
14218808	THE SPEECH PATHOLOGY GROUP, INC	10/31/2024	28465.27	0100	PROFESSIONAL SERVICES
14218809	SUN DIEGO CHARTER	10/31/2024	14976.00	0100	CONTRACTED SERVICES
14218811	OPTUM FINANCIAL, INC	10/31/2024	289.85	0100	PROFESSIONAL SERVICES
14218812	OPTIMIZON	10/31/2024	1250.00	0100	CONTRACTED SERVICES
14218817	HAWTHORNE MACHINERY	10/31/2024	10528.25	0100	CONTRACTED SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14218818	UNITED RENTALS	10/31/2024	125.30	0100	CONTRACTED SERVICES
14218819	PERMA BOUND PUB.	10/31/2024	216.87	0100	INSTRUCTIONAL MATERIALS
14218821	SOUTHWEST SCHOOL & OFFICE	10/31/2024	1039.79	0100	INSTRUCTIONAL MATERIALS
14218822	ACE COOLERS INC	10/31/2024	18082.55	0100	CONTRACTED SERVICES
14218823	PINNACLE DRYER CORPORATION	10/31/2024	3625.00	0100	MAINTENANCE SUPPLIES
14218824	IMAGE ONE CORPORATION	10/31/2024	1251.60	0100	OFFICE MATERIALS
14218825	AMAZON CAPITAL SERVICES	10/31/2024	868.20	0100	OFFICE SUPPLIES
Total Fund 01			**$ 1,711,677.74**		
14206779	WAXIE SANITARY SUPPLY	10/3/2024	2819.86	1200	CUSTODIAL SUPPLIES
14206788	AMAZON CAPITAL SERVICES	10/3/2024	1681.54	1200	INSTRUCTIONAL MATERIALS
14208145	SAFEWAY INC. -VONS DIVISION	10/7/2024	160.58	1200	REFRESHMENTS
Total Fund 12			**$ 4,661.98**		
14206768	GOLD STAR FOODS	10/3/2024	98548.95	1300	CAFETERIA FOODS
14206775	SYSCO SAN DIEGO INC.	10/3/2024	11335.27	1300	CAFETERIA FOODS
14206780	HOLLANDIA DAIRY INC.	10/3/2024	23836.19	1300	CAFETERIA FOODS
14208145	SAFEWAY INC. -VONS DIVISION	10/7/2024	23.04	1300	CAFETERIA CATERINGS
14209640	SELECTA INTERNATIONAL	10/10/2024	1119.50	1300	CAFETERIA FOODS
14209646	IMPERIAL DADE WEST COAST	10/10/2024	4192.66	1300	CAFETERIA FOODS
14209650	LLOYD PEST CONTROL CO.	10/10/2024	819.00	1300	CONTRACTED SERVICES
14209656	AMERICAN PRODUCE DISTRIBUTORS	10/10/2024	4227.97	1300	CAFETERIA FOODS
14209658	DOMINOS PIZZA	10/10/2024	5157.45	1300	CAFETERIA FOODS
14211387	JOHNSON CONTROLS	10/14/2024	4384.13	1300	CONTRACTED SERVICES
14212845	NUTRISLICE, INC	10/17/2024	520.00	1300	CONTRACTED SERVICES
14212855	HOME DEPOT	10/17/2024	59.24	1300	CAFETERIA SUPPLIES
14214322	HEARTLAND SCHOOL SOLUTIONS	10/21/2024	1090.00	1300	CONTRACTED SERVICES
14214324	OFFICE DEPOT	10/21/2024	382.39	1300	OFFICE SUPPLIES
14215986	WALMART	10/24/2024	82.98	1300	CAFETERIA SUPPLIES
14217534	ANA BUSH	10/28/2024	85.37	1300	REIMBURSEMENT
14218802	WEX BANK	10/31/2024	141.91	1300	CONTRACTED SERVICES
14218820	CALIFORNIA DEPARTMENT OF	10/31/2024	596.70	1300	CONTRACTED SERVICES
Total Fund 13			**$ 156,602.75**		
14206766	DEPARTMENT OF GENERAL SERVICES	10/3/2024	14312.30	2133	PROFESSIONAL SERVICES

Expenditure Report

10/1/2024-10/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14206769	COLBI TECHNOLOGIES, INC	10/3/2024	35000.00	2133	PROFESSIONAL SERVICES
14212835	COLBI TECHNOLOGIES, INC	10/17/2024	44215.00	2133	CONTRACTED SERVICES
14212848	TWINING CONSULTING, INC	10/17/2024	1232.50	2133	PROFESSIONAL SERVICES
14212849	GAFCON PM-CM LLC	10/17/2024	27745.00	2133	CONTRACTED SERVICES
14218800	COLBI TECHNOLOGIES, INC	10/31/2024	37862.50	2133	CONTRACTED SERVICES
14218813	DE LA FUENTE CONSTRUCTION, INC.	10/31/2024	145842.27	2133	CONTRACTED SERVICES
14218814	SCHOOL FACILITY CONSULTANTS	10/31/2024	1536.25	2133	PROFESSIONAL SERVICES
14218815	PLACEWORKS	10/31/2024	9562.51	2133	COONTRACTED SERVICES
14218816	TWINING CONSULTING, INC	10/31/2024	2740.00	2133	PROFESSIONAL SERVICES
14208142	W2W SPORT	10/7/2024	700248.38	2139	PROFESSIONAL SERVICES
14212844	SAN DIEGO COUNTY TAXPAYERS ASSOCIATION	10/17/2024	13750.00	2139	CONTRACTED SERVICES
14212850	IDS GROUP, INC	10/17/2024	14700.00	2139	PROFESSIONAL SERVICES
14218810	DAVY ARCHITECTURE INC	10/31/2024	1000.00	2139	CONTRACTED SERVICES
Total Fund 21			**$ 1,049,746.71**		
14206771	DANNIS WOLIVER KELLEY	10/3/2024	2205.50	2518	Legal Services
14217539	DANNIS WOLIVER KELLEY	10/28/2024	216.00	2518	Legal Services
14218806	LORD ARCHITECTURE INC.	10/31/2024	18500.00	2518	PROFESSIONAL SERVICES
Total Fund 25			**$ 20,921.50**		
Grand total			$ 2,943,610.68		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

See attached	Various Funding Sources
(Amount)	(Name of funding source and/or location)

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

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

November 14, 2024

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Our Lady of Mt. Carmel School	For Title I funds and services. (2024-25)	$2,048.00	Title I	Bojorquez
2	Our Lady of Mt. Carmel School	For Title II funds and services. (2024-25)	$10,173.00	Title II	Bojorquez
3	Nicolas R, Beliz	Clinical Psychologist to provide staff training on preventing targeted violence.	$600.00	CSI	Bojorquez/English

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES

BACKGROUND INFORMATION:
As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act, Title I, Part A: Districts receiving Federal financial assistance are required to provide services to eligible private school children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public school children and teachers participating in the program.

Our Lady of Mt. Carmel requested funding to pay for tutoring services from The Ed Ladder to support student learning. The total amount of Title I allocations for the school year 2024-2025 shall not exceed $2,048.00.

RECOMMENDATION:
Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2024-2025 school year at a cost not to exceed $2,048.00.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Enhance student achievement across all demographics, mainly focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Total Allocation:	
$2,048.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

Memorandum of Understanding ESEA Title I

Provision of
Programs and Services to Private Schools

2024-2025

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the Title I Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title I, Part A for the 2024-2025 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel in order to serve its Title I students.

Section 2: How will the students' needs be identified?

Students' academic needs are based on data analysis, grades, and teacher observations. For the 2024-2025 school year, Our Lady of Mt Carmel identified tutoring services, specifically Learning Support, as an area of need for its students.

Term: November 15, 2024 – June 30, 2025

Section 3: What services and products will be provided?

After a meeting on October 9, 2024, and per an email dated October 30, 2024, Our Lady of Mt Carmel (OLMC) requested this funding to be used on the following:

1. Tutoring Services from The Ed Ladder Company for the nine (5) qualifying students.

The total amount of Title I fund for the school year 2023-2024 shall not exceed $2,048.00.

Section 4: How, when, where, and by whom will the services be provided?

(a) According to the Household Income form, only five students qualify for Title I Services at Our Lady of Mt. Carmel.
(b) Teachers will review students' individual STAR tests results and student grades to determine who needs learning support.
(c) Once students have been identified, they will be recommended for tutoring.
(d) The tutoring coach from Ed Ladder will reinforce skills that students' teacher have identified as areas of need while providing support on school work.
(e) The Ed Ladder will invoice SYSD after services for the five qualifying students have been rendered.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of June of the year in which services have been offered to discuss the delivery and effectiveness of the resources provided to Title I students services provided by The Ed Ladder. The representatives shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations.

This MOU is the entire understanding of District and Consultant as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this MOU conflicts with a provision or clause in the MOU, the provision or clause in this MOU shall control. This MOU may not be modified or altered except in writing signed by both parties hereto.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: Sister Eva Lujano, S.J.S. Phone No: 619-428-2091

Signature: S. Eva Lujano, SJS Date: 10/31/24

Title: Principal

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619)428-4476

Signature: _____ Date: 11-14-2024

Title: Chief Business Official

Board approved:

Our Lady of Mt. Carmel School
4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

October 30,2024

Needs Assessment Title I :

Our Lady of Mount Carmel School is requesting allotted Title I funds ($2048.00) to be used towards tutoring services by the Ed Ladder Company.

Teachers will review individual STAR Test results to determine which students are lacking significant growth in the areas of Math and Language Arts. Additionally, student grades and classwork will be taken into consideration along with teacher observations and formal/informal classroom assessments. Once students have been identified as needing learning support the student will be recommended for tutoring.

- The Tutoring Coach will reinforce skills that student's teachers have identified as areas of need while providing support on school work.

Blessings,

Sister Eva Lujano SJS, Principal
Our Lady of Mount Carmel School

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE II FUNDING AND SERVICES

BACKGROUND INFORMATION:
As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private schools children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public schools' children and teachers participating in the program.

The total allocation of Title II funds for Our Lady of Mt. Carmel School is $10,173.00.

Our Lady of Mt. Carmel School selected FACTS Education Solutions, LCC as a third-party source who will provide professional development opportunities to Our Lady of Mt. Carmel staff.

RECOMMENDATION:
Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title II funds and services during the 2024-25 school year at a cost not to exceed $10,173.00.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.8: Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs.

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Total Allocation:	
$10,173.00	Title II Funds
(Amount)	(Name of funding source and/or location)

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

Memorandum of Understanding ESEA Title II

Provision of Title II
Professional Development to Private Schools

2024-2025

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in Title II funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title II, Part A for the 2024-2025 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel

Section 2: How will the teachers' professional development needs be identified?

Teachers' professional development needs have been identified by informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement.

As stated in the Needs Assessment dated September 10, 2024, Our Lady of Mt Carmel (OLMC) will continue with its ongoing training sessions from FACTS Education Solutions, LCC, as a third-party provider. The amount for these professional development sessions for the school year 2024-25 shall not exceed $10,173.00.

Term: November 15, 2024 – June 30, 2025

Section 3: What services and products will be provided?

Professional Developments:

- Universal Design for Learning Framework (UDL)

SYSD will provide the following:

- District shall pay FACTS Education Solutions, LCC for the selected services as described above during this contract term. The amount shall not exceed $10,173.00 for the 2024-25 school year.

- FACTS Education Solutions, LCC shall submit to the District an itemized invoice which indicates work completed by them. District shall review each invoice submitted to determine that the work was performed, and expenses incurred are in compliance with the provisions of this Memorandum of Understanding (MOU). District shall pay FACTS Education Solutions, LCC within a reasonable time and in accordance with this MOU.

Section 4: How, when, where, and by whom will the services be provided?

Professional development workshops will be provided from November 15, 2024, thru June 30, 2025, to all teachers and administrators from Our Lady of Mt. Carmel School. Professional development activities will take place at various locations and be provided by FACTS Education Solutions, LCC.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet before the end of the year in which services have been offered to discuss the delivery and effectiveness of professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by FACTS Education Solutions, LCC, and numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel. The representatives shall determine if any changes are needed in the services during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and FACTS Education Solutions, LCC (hereinafter referred to "Parties") is not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the Services under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

SYSD and Our Lady of Mt Carmel shall fulfill the conditions listed herein.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: Sister Eva Wijano, S.J.S. Phone No: 619-428-2091

Signature: [signature] Date: 10/31/24

Title: Principal

For San Ysidro School District

Name: Marilyn Adrianzen . Phone No: (619)428-4476

Signature: _____ Date: _____

Title: Chief Business Official Board Approval: 11-14-2024

Board approved: _____

Our Lady of Mt. Carmel School
4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed be God!

September 10, 2024

Our Lady of Mount Carmel School is requesting allotted Title II fund allocations to be used towards professional development. The following professional development needs have been identified by informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement:

Services to be provided by FACTS Education Solutions, LLC as a third party provider to deliver evidence-based professional development to teachers, staff, and principals.These services will include Universal Design for Learning framework. All services not to exceed **$10,173.**

FACTS Education Solutions, LLC will consult with the private school principal and/ or school leaders to identify the outcome goals of the training sessions, evaluate the delivery and implementation of learned practices, and work cooperatively with the principal to evaluate the impact of the professional development to student academic achievement.

Sister Eva Lujano SJS, Principal
Our Lady of Mount Carmel School

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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. The tentative date is 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$600.00	Comprehensive Support and Improvement (CSI) fund
(Amount)	(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.**

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)*

5. ☐ **Improper Sexual Conduct:** SAM coverage is required on all contracts with outside entities that involve potential contact and interaction with any minor or persons in an incapacitated state, including district students. $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 and listed under General Liability with no exclusion endorsement

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.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 SOUTH BAY FENCE FOR WILLOW ELEMENTARY SCHOOL PROJECT

BACKGROUND INFORMATION:
In April 2024 bids were received for a security fence project at Willow Elementary School. A 12' security fence has been installed and there is a need for three (3) man gates to allow access for maintenance staff.

If approved, this work will be completed by January 13, 2025.

RECOMMENDATION:
Approve the agreement with South Bay Fence for installation of three (3) man gates for the Willow Elementary School Security Project in the amount of $8,745.00 from the General Obligation Bond Measure T 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$8,745.00	MEASURE T, G.O. BOND FUNDS (2139)
(Amount)	(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 **Willow / Perimeter Gates** Date **9-23-24**

Contact **Araceli Felix** Phone **619-428-4476 X 3002** Fax or Email _____

Billing Address _____ City _____

Job Address **226 Willow Road** City **San Ysidro CA 92173**

TO FURNISH MATERIAL AS SPECIFIED BELOW FOR INSTALLATION AT AND/OR SHIPMENT TO:

n/a	Un.ft. of fencing as specified herein.	Fence Height Overall	n/a	ft.	Plus n/a Plus n/a	Strands of Barb Wire Razzor Ribbon	Tension Wire	n/a Top	n/a Bttm

n/a lin.ft. complete fence n/a style approx n/a ft. high n/a ga. n/a mesh

n/a lin.ft. complete fence n/a style approx n/a ft. high n/a ga. n/a mesh

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

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

DIAGRAM

Supply all labor and materials

To fabricate and install 3 each 4ft x 8ft Single Swing Gates including dig and set 3 ach 2 7/8 SCH 40 Gate post with Concrete footings weld 2 3/8 SCH 40 Over Head and Make Up Chain Link at Both Ends. Knuckle Twist Over Head Mini Mesh Chain Link

(2) days on site

LIN.FT. OF TOP RAIL	n/a n/a O.D.
NO. OF BRACE	n/a n/a O.D.
CRN POST	n/a O.D. set in n/a of concrete
END POSTS	n/a O.D. set in n/a of concrete
GATE POSTS	2 7/8 O.D. set in 3ft of concrete

Qty	Gate Type	Width	Height	O.D. Frame
3	c/l	4ft	8ft	1 7/8
Swing	Gates			

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: $8,745.00

Taxes , if any, are included in contract price.

Submitted by Estimator Rafael Perez III

ACCEPTANCE: This Proposal signed on this 15th day of November 20 24 becomes a contract when accepted by the seller and subject to the printed conditions on page 2 attached herof.

Customer's Printed Name: Marilyn Adrianzen, CBO Signature: _____

Property owned by: San Ysidro School District Board approved: 11-14-24

NOTICE: Proposals OVER $25,000 are not valid unless signed below by OWNER or OFFICER

OWNER/OFFICER _____ Date **9-23-24**

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 **Willow / Perimeter Gates** Date **9-23-24**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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: NOTICE OF COMPLETION FOR THE PLAYGROUND STRUCTURES AT LA MIRADA & SMYTHE ELEMENTARY SCHOOLS

BACKGROUND INFORMATION:
The purpose of this agenda item is to allow the Governing Board ("Board") to approve the Notice of Completion for the Playground Structures at La Mirada & Smythe Elementary Schools.

The Project commenced on November 2, 2023, and completed on March 29, 2024. The ending Contract amount was $2,457,824.58 (including one change order).

Staff is requesting approval of this Notice of Completion for De La Fuente Construction Inc. for the Playground Structures at La Mirada & Smythe Elementary Schools Project as noted below.

RECOMMENDATION:
Approve the Notice of Completion for De La Fuente Construction Inc. for the Playground Structures at La Mirada & Smythe Elementary Schools Project.

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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No ☒ N/A	

N/A	N/A
(Amount)	(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 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. in fee/owner
   (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 03/29/2024 . The work done was: Playground Structures at La Mirada & Smythe Elementary Schools
7. The name of the contractor, if any, for such work of improvement was De La Fuente Construction, Inc.
   (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 Ysidro , County of San Diego , State of California, and is described as follows: Construction of playgrounds and play equipment, alterations to site improvement and play surfaces.
9. The street address of said property is 222 Avenida De La Madrid & 1880 Smythe Ave
   (If no street address has been officially assigned, insert "none")

Dated: 11/14/2024

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 _____ , 20 _____ , at _____ , California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Irene Lopez, President of the Governing Board for San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2024

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO STATE UNIVERSITY FOR SERVICE LEARNING

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with San Diego State University for the purpose of providing supervised, practical learning experiences.

Term: November 20, 2024 to November 19, 2029.

RECOMMENDATION:
Approve the agreement with San Diego State University for the purpose of providing supervised, practical learning experiences

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	--

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested

Service-Learning Agreement

University and Learning Activity Site

This agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University," and San Ysidro School District, referred to as "Learning Activity Site."
(Legal entity name)

This Agreement Shall cover University students from the following:

- College of Arts and Letters
- Fowler College of Business
- College of Education
- College of Engineering
- College of Health and Human Sciences
- College of Professional Studies and Fine Arts
- College of Sciences
- Imperial Valley Campus
- Office of Faculty Advancement and Student Success

I. General Provisions

A. Program Activities

1. The Learning Activity Site will provide the University's student(s) with a student-focused learning experience that also meets the stated needs of the Learning Activity Site.

2. The Learning Activity Site and the University will meet as necessary to facilitate a mutually beneficial experience for all involved, or at the request of any of the parties involved.

3. The University will work closely with the Learning Activity Site to meet the expectations and priorities of the Learning Activity Site as well as the student outcomes.

B. Safe and Productive Learning Environment (REVISED)

1. To achieve its desire to provide a safe and productive environment for the University's student(s), the Learning Activity Site will:

    a. Give student(s) a tour of the site as necessary and provide information regarding all emergency procedures.

    b. Provide information on the unique nature of the population of the program.

    c. If appropriate, discuss with students the reasonably foreseeable risks associated with the Learning Activity Site and the tasks and responsibilities the student(s) have been assigned.

    d. University students, who have direct contact with minors or persons in an incapacitated state, including district students, are required to obtain fingerprints and request criminal background clearance at their own expense before starting their assignment. The Learning Site will provide proper form and will maintain the confidentiality of any results as required by federal or state law.

    e. Notify the University's supervising faculty as soon as is reasonably possible of any injury or illness to a student(s) participating in a learning activity offered by the Learning Activity Site.

    f. Agree that Learning Activity Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Learning Activity Site is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Learning Activity Site, to the best of its knowledge and belief, is in compliance with those

current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, Learning Activity Site will take steps to comply with the modified, changed, or updated guidelines or directives. If at any time Learning Activity Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

2. University will advise the student(s) of following:

    a. To abide by Learning Activity Site rules and regulations while on site and working with Learning Activity Site clients.

    b. That his/her interactions with clients are expected to be appropriate.

    c. To maintain the confidentiality of the Learning Activity Site's proprietary information, records and information concerning its clients.

II. Structure and Support of Service-Learning Student(s)

A. **Site Supervision.** Prior to the start of the learning activity, the Learning Activity Site will inform the student(s) who will be responsible for their supervision and safety while on site. The supervisor will meet with the student(s) as necessary to facilitate the student(s) learning experience and professional development, provide support and review progress on assignments and activities. The supervisor will communicate as necessary during the semester with the University staff or faculty member who assigned the learning activity.

B. **Training and Orientation.** The Learning Activity Site will provide student(s) with a general orientation and any specific training needed prior to their working with clients or providing service.

C. **Work Space.** Student(s) will have an appropriate space at the Learning Activity Site site in which to conduct their assigned work. The Learning Activity Site will provide access and training for any and all equipment necessary for student(s) to fulfill their service role.

D. **Evaluation.** The Learning Activity Site supervisor will fill out survey(s) regarding quality of service performance of the student(s) if requested by the University or the student.

E. **Payment** (*If Applicable – For paid positions only*) – The Learning Activity Site will pay student(s) according to applicable law including any required withholding and reporting whether payment is wage, stipend, or payment under a grant. If required by law, the Learning Activity Site shall consider student(s) employees and, as such, shall provide workers' compensation insurance.

III. Length of Agreement Term

This agreement shall be for a five (5) year term beginning on November 20, 2024 and shall end on November 19, 2029. Either party may terminate the agreement after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by Learning Activity Site shall not be effective against any student(s) who at the date of mailing of said notice by Learning Activity Site was participating in said program until such student(s) has completed the program as mutually agreed upon provided such student(s) is performing satisfactorily. If either party wishes to terminate due to non-performance or failure to meet expectations, the party requesting termination shall consult with the other party to seek resolution prior to termination.

It is the responsibility of all parties to review the agreement annually to ensure that the agreement terms are current. Any changes to this agreement must be in writing via amendment and executed by all parties.

Notices
All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be sent to the following:

To Learning Activity Site: San Ysidro School District

Mailing Address: 4350 Otay Mesa Road

City, State Zip:	San Ysidro, CA 92173
Attention To:	Business Services and cc: Human Resources
To University:	**San Diego State University** **5500 Campanile Dr.** **San Diego, CA 92182-1616** **Attention: Contract and Procurement Management and Department Contact**

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

This document reflects my understanding of the relationship.

LEARNING ACTIVITY SITE

SAN YSIDRO SCHOOL DISTRICT
Learning Activity Site Name

_____
Authorized Signature

Marilyn Adrianzen, CBO
Print Name

_____
Date

4350 Otay Mesa Road
***Street Address (no PO Box)**

San Ysidro, CA 92173
City **State** **Zip**

patricia.caro@sysdschools.org
Email

619-428-4476 x3003
Phone

_____
Fax

Efrain Burciaga, Director of Human Resources
Site Contact Name
efrain.burciaga@sysdschools.org
(619) 428-4476 x3015

Board approved: _____

SAN DIEGO STATE UNIVERSITY
5500 Campanile Dr.
San Diego, CA 92182

Rusti Rasing
Department Contact Signature

Rusti Rasing
Print Name

11/06/2024
Date

_____
Department Chair or Designee Signature

_____
Print Name

_____
Date

_____
Associate Dean or Designee Signature

_____
Print Name

_____
Date

_____
Contract and Procurement Management Signature

_____
Print Name

_____
Date

City, State Zip: San Ysidro, CA 92173

Attention To: Business Services and cc: Human Resources

To University: San Diego State University
5500 Campanile Dr.
San Diego, CA 92182-1616
Attention: Contract and Procurement Management and Department Contact

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

This document reflects my understanding of the relationship.

LEARNING ACTIVITY SITE

San Ysidro School District
Learning Activity Site Name

_____
Authorized Signature

Marilyn Adrianzen, Chief Business Official
Print Name

_____
Date

4350 Otay Mesa Road
*Street Address (no PO Box)

San Ysidro, CA 92173
City State Zip

patricia.caro@sysdschools.org
Email

(619) 428-4476
Phone

Fax

See below
Site Contact Name

Human Resources - Efrain Burciaga
efrain.burciaga@sysdschools.org
(619) 428-4476 x3015

Board approved:

SAN DIEGO STATE UNIVERSITY
5500 Campanile Dr.
San Diego, CA 92182

_____
Department Contact Signature

_____
Print Name

_____
Date

_____
Department Chair or Designee Signature

_____
Print Name

_____
Date

_____
Associate Dean or Designee Signature

_____
Print Name

_____
Date

_____
Contract and Procurement Management Signature

_____
Print Name

_____
Date

*If students may be participating in service learning at a location other than listed above, please add additional location information on page 5.

General Provisions (REVISED)

Indemnification
The Learning Activity Site shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. San Diego State University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Learning Activity Site and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance
The Learning Activity Site shall procure and maintain General Liability Insurance, comprehensive or commercial form with $1,000,000.00 minimum limit for each Occurrence and minimum limit of $2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional and personal general liability coverage for students performing community service or volunteer work for academic credit, through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are $2,000,000.00 for each Loss and $4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are $2,000,000.00 for each Loss and $4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students (REVISED)
Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University and Learning Activity Site unless assigned to a paid position as stated under Section II (E).

Governing Law
All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Learning Activity Site shall comply with any state or federal law applicable to Learning Activity Site's performance under this Contract.

Assignments
Without written consent of the CSU, this agreement is not assignable by the Learning Activity Site either in whole or in part.

Agreement Alterations & Integration
No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement
Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival
Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability
If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement
This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

ADDITIONAL LEARNING ACTIVITY SITE LOCATIONS
(Required only if students may participate in service learning at multiple locations)

La Mirada Elementary School
Location Name (if other than Legal Business Name)

222 Avenida De La Madrid
Street Address (no PO Box)

San Ysidro CA 92173
City State Zip

alma.english@sysdschools.org
E-mail

(619) 428-4424
Phone

Alma Laura English
Site Contact Name

Ocean View Hills School
Location Name (if other than Legal Business Name)

4919 Del Sol Blvd
Street Address (no PO Box)

San Diego CA 92154
City State Zip

erika.meza@sysdschools.org
E-mail

(619) 661-0457
Phone

Erika Meza
Site Contact Name

Smythe Elementary School
Location Name (if other than Legal Business Name)

1880 Smythe Ave
Street Address (no PO Box)

San Ysidro CA 92173
City State Zip

rebecca.bravo@sysdschools.org
E-mail

(619) 428-4447
Phone

Rebecca Bravo
Site Contact Name

Sunset Elementary School
Location Name (if other than Legal Business Name)

3825 Sunset Ln
Street Address (no PO Box)

San Ysidro CA 92173
City State Zip

matthew.bandy@sysdschools.org
E-mail

(619) 428-1148
Phone

Matthew Bandy
Site Contact Name

Willow Elementary School
Location Name (if other than Legal Business Name)

226 Willow Rd
Street Address (no PO Box)

San Ysidro CA 92173
City State Zip

myrna.cerda@sysdschools.org
E-mail

(619) 428-2231
Phone

Myrna Cerda
Site Contact Name

San Ysidro Middle School
Location Name (if other than Legal Business Name)

4345 Otay Mesa Rd.
Street Address (no PO Box)

San Ysidro CA 92173
City State Zip

mairen.ruiz@sysdschools.org
E-mail

(619) 428-5551
Phone

Mairen Ruiz
Site Contact Name

Vista Del Mar School	Child Development Center
Location Name (if other than Legal Business Name)	Location Name (if other than Legal Business Name)
4885 Del Sol Blvd	1880 Smythe Ave
Street Address (no PO Box)	Street Address (no PO Box)
San Diego CA 92173	San Ysidro CA 92173
City State Zip	City State Zip
irene.herrera-cevallos@sysdschools.org	julie.pretzer@sysdschools.org
E-mail	E-mail
(619) 6619-6753	(619) 428-2352
Phone	Phone
Irene Herrera-Cevallos	Julie Pretzer
Site Contact Name	Site Contact Name

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 ACCENT CARE HOME HEALTH OF CALIFORNIA, INC.

BACKGROUND INFORMATION:
Accent Care Home Health of California, Inc, a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, to a student attending a Nonpublic School.

Cost Implications:

LVN: $52.00 per hour
RN: $60.61 per hour
CRN: $65.00 per hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Accent Care Home Health of California, Inc. for the school year 2024-2025 to provide healthcare services for a student with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **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

LEA: San Ysidro School District Nonpublic: Accent Care Home Health of California, Inc.

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.*

LEA: San Ysidro School District Nonpublic: Accent Care Home Health of California, Inc.

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 Accent Care Home Health of California, Inc. ("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 Name/Title	Stephanie Bailey Name/Title
San Ysidro School District Local Education Agency	Accent Care Home Health of California, Inc. Nonpublic
4350 Otay Mesa Road Address	5050 Murphy Canyon Rd #201 Address
San Ysidro CA 92173 City State Zip	San Diego CA 92123 City State Zip
(619) 428-4476 Phone	(858) 502 - 1088 Phone
(619) 428-9355 Facsimile	(858) 874-8641 Facsimile
marilyn.adrianzen@sysdschools.org Email Address	stephaniebailey@accentcare.com 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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE: 10/30/2024
Authorized Representative Signature

Stephanie Bailey, Regional Director of Operations
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

LEA: San Ysidro School District Nonpublic: Accent Care Home Health of California, Inc.

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

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: Accent Care Home Health of California, Inc.

CONTRACTOR NPA ID NUMBER: 9903491

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)	$52.00	hour
Health and Nursing: Specialized Physical Health Care RN (435)	$60.61	hour
Health and Nursing: Specialized Physical Health Care CRN (435)	$65.00	hour
Health and Nursing: Other Services LVN (436)	$52.00	hour
Health and Nursing: Other Services RN (436)	$60.61	hour
Health and Nursing: Other Services CRN (436)	$65.00	hour
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: 10/29/2024
Authorized Representative Signature

Stephanie Bailey, Regional Director of Operations
(Type) Name and Title

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 14, 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 BMR HEALTH SERVICES, INC

BACKGROUND INFORMATION:
BMR Health Services, Inc., a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist and (SLP), Speech Language Pathologist Assistant (SLPA) 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: $120.00 per hour
SLPA: $70.00 per hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with BMR Health Services, Inc. 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, Action # 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

☐ **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.*

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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2024-2025
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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 BMR Health Services Inc. ("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:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro | CA | 92173
City | State | Zip

(619) 428-4476
Phone

(619) 428-9355
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR:

Jicky Thomas
Name/Title

BMR Health Services Inc.
Nonpublic

7041 Koll Center Parkway Ste 210
Address

Pleasanton | CA | 94566
City | State | Zip

(408) 430-6266
Phone

( )
Facsimile

jicky@bmrhealth.com
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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

Jicky Thomas _____ DATE: 10/31/2024
Authorized Representative Signature

Jicky Thomas
(Type) Name and Title

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: BMR Health Services Inc.

CONTRACTOR NPA ID NUMBER: 9900866

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$90.00	hour
Language and Speech (415) - Licensed SLP-A	$70.00	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES: San Ysidro School District made an agreement with BMR Health Services, Inc. last school year (2023-2024) to increase the rate of slps to $120.00 per hour and will continue for 2024-2025 school year.

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Jicky Thomas _____ DATE: 10/31/2024
Authorized Representative Signature

Jicky Thomas
(Type) Name and Title

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 14, 2024

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

FROM:
Educational Services
Manuel Bojorquez, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT FOR THE PROJECT CLEAR PROGRAM

BACKGROUND INFORMATION:
The Agreement with SDCOE for participation in Project CLEAR (Contract No. 23241105) was approved by our Governing Board on June 22, 2023, and was amended on September 12, 2024, to reflect the following changes: ▪ Change the end date of the contract to June 30, 2025, ▪ Update books and supplies allowance to $680 for teachers and ▪ Include the $1,500.00 stipend for the 2-Unit courses.

Amendment No. 1 was revised to include a $10,000.00 stipend for teachers completing the 8-unit courses. All terms not specifically changed by this amendment shall remain in full force and effect as stated in the agreement. There is no cost for teachers to participate in this program.

RECOMMENDATION:
Approve revised Amendment No. 1 to the agreement with San Diego County Superintendent of Schools for the 2024-25 Reading Recovery Program preparation and certification through the Project CLEAR program to include a teacher stipend.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Project CLEAR/TBD Fund
(Amount)	(Name of funding source and/or location)

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

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of August 5, 2024 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Consultant**"). County and Consultant may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

A. County and Consultant are parties to County Agreement No. 23241105 dated June 13, 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.

- **Change the end date of the contract to June 30, 2025**
- **Update books and supplies allowance to $680 for teachers**
- **Include the $1,500 stipend for the 2-Unit courses**
- **Include $10,000 stipend for the 8-unit courses**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONTRACTOR**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	
Title	Title
Date	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 GAFCON PM-CM, LLC.

BACKGROUND INFORMATION:
In April 2024 the Board approved Gafcon to support the Beyer Community Resource Center and San Ysidro Middle School design-build projects with Project Management/Owner Representative services. For public works projects such as these, prevailing wages and labor compliance are required. In a design-build project delivery method, having a dedicated labor compliance program (LCP) consultant is critical to ensure seamless construction, coordination and documentation while maintaining strict adherence to labor laws. With the fast-paced and integrated nature of design-build projects, it is essential to have a proactive LCP partner who can monitor all required labor compliance obligations in real-time, preventing delays and additional costs and also mitigating potential risks.

If approved, these services are expected to start on November 15, 2024, with completion at the end of the Project.

• Beyer Community Resource Center	$54,800.00	G.O. Bond, Measure T
• San Ysidro Middle School	$128,700.00	G.O. Bond, Measure U

RECOMMENDATION:
Approve the agreement with Gafcon PM-CM, LLC. to provide consulting services for the Project Labor Agreement and Labor Compliance Monitoring with LCP tracker for the Beyer Community Resource Center and San Ysidro Middle School Projects in the amount not to exceed $183,500.00 from the General Obligation Bond Measures T & 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$183,500.00	General Obligation Bond, Measures T (2139) and Measure U (2133)
(Amount)	(Name of funding source and/or location)

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

Docusign Envelope ID: 191836C6-C147-4946-AC8B-AC36E7B22810

C# 4521

AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SAN YSIDRO SCHOOL DISTRCIT
AND
GAFCON PM-CM LLC

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this 15th day of November 2024, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **GAFCON PM-CM LLC** ("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 the:

(a) San Ysidro Middle School Revitalization Project, and

(b) Beyer Community Resource Center Project

(combined called 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.**

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(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.

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(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,

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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.

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(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 lifesaving 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.

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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:

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CONSULTANT:

GAFCON PM-CM LLC
10301 Meanley Drive, Ste. 225
San Diego, CA 92131
(858) 875-0010

Attn: **Robin Duveen**
RDuveen@gafcon.com

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro CA 92173

Attn: **Jose F. Iniguez, Ed. D**
Jose.Iniguez@SYSDSchools.org

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

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(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

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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

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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

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that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Name: Marilyn Adrianzen
Title: Chief Business Official

Attest:

By: _____
Name: _____
Title: _____

SYSD Board approved: _____

GAFCON PM-CM LLC

Signed by:
By: Robin Duveen
602D3A60E731499...
Name: Robin Duveen
Title: Vice President

Attest:

DocuSigned by:
By: Paul Najar
97E7A7409C8D4B4...
Name: Paul Najar
Title: Vice President and General Counsel

99-0555624
Federal Tax I.D. Number

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EXHIBIT "A"
SCOPE OF SERVICES

Project Overview: Professional consulting services for Project Labor Agreement and Labor Compliance Monitoring

Services to be Provided:

A. CONDUCTING ALL PRE-CONSTRUCTION MEETINGS AND CONFERENCES

- Coordination with the Prime contractor for the contractor/subcontractor pre-job work assignment form and letters of assent and disperse to the San Diego County Building and Construction Trades Council.
- Coordinate all pre-job meetings with the Prime and send meeting notice to the San Diego County Building and Construction Trades Council.
- Introduction of Prime contractor, PLA Coordinator, Union business agents, and subcontractors. Discussion of the PLA requirements and go over the pre-job meeting form and have all contractors discuss their work assignments, manpower, and the Union they will be signing the work to.
- Prepare pre-job meeting minutes and disperse to all required parties.

B. PROVIDING TRAINING AND EDUCATION REGARDING THE SYSD PLA TO ALL PRIME AND SUBCONTRACTORS

- Create PLA requirements cheat sheet detailing the main sections of the PLA and disperse to all parties.
- Have open lines of communication to promote transparency and answer all contractor questions regarding the PLA.
- Send contractors the required PLA documents handout and follow up periodically with contractors to determine PLA compliance and understanding of the PLA requirements. Emphasize local hire goals and the priority to use District resident workers. Also, detail the core employee requirements and referred worker dispatch forms for non-Signatory contractors. Provide Union business agent contact information to contractors, if needed, so they can fill out the appropriate Union forms and sign their workers up to the Union and Union Trust Fund(s).

C. ENFORCING, IMPLEMENTING, AND OVERSEEING ALL PROVISIONS OF THE PLA

- Resolve any potential issue at the lowest level without any project disruption.
- Have open lines of communication.
- Conduct periodic onsite worker interviews to match against certified payroll reports.

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D. COORDINATING AND ENSURING COMPLIANCE WITH ALL PLA REQUIREMENTS

- Submit a project issues list/tracking log that details contractor compliance with the PLA and Labor Compliance for the Prime to review and follow-up with delinquent contractors.
- Provide local hire reports that detail and track District residents, District graduates, Veterans, GED recipients from San Ysidro High School, South County residents, San Diego County residents, and non-local zip codes worker numbers and send this to the Prime for their review and follow-up.
- Attend OAC meetings when necessary to discuss contractor compliance, local hire percentages, potential worker shortages, and onsite worker interviews.
- Review payroll and related documents to verify and confirm the inclusion of all labor code specified and required information. This review also includes the verification of the payment of applicable prevailing wage, classification, and union trust fund payments.

E. APPRENTICES

- Review the apprentices onsite for proper registration, tasks performed, correct ratios, and supervision.
- Collect, review, and audit the applicable apprenticeship forms including the DAS 140 and the DAS 1 or DAS 7, if needed.
- Issue a detailed LCP Issues List to the prime contractor that outlines the missing and/or requested documentation, including identifying any delinquent or inadequate forms. The requested information is due within ten days of receipt of the list.
- If the requested documentation is not received in the allotted time frame, the prime contractor and SYSD are notified and will be requested to withhold progress payments to the affected contractor until all issues are resolved, or the requested documentation is received.

F. PRODUCING REPORTS AS APPROPRIATE

- Provide the project issues list/tracking log that details contractor, PLA, and Labor compliance status.
- Provide pre-job meeting agendas, meeting minutes, meeting sign-in sheets, local hire reports, and additional reports as necessary.

G. DOCUMENTATION

- Handle all requests for information pursuant to the California Public Records Act, Government Code Section 6250, et. seq. Working with SYSD's Representative, Gafcon will respond to and fulfill all requests including reproduction of payroll and payroll related documents (redacted and non-redacted), as required.
- Gafcon will keep historical data including:
    - Agency making request
    - Applicable project
    - Contractor in question

Docusign Envelope ID: 191836C6-C147-4946-AC8B-AC36E7B22810

  - Data requested
  - Outcome of request
- This information will be furnished to SYSD on an as-needed basis.

H. FACILITATING END-OF-PROJECT DEBRIEF MEETING

- After the project is complete, and if needed, we will have a meeting with the District, Prime contractor, and any other required party to discuss the project, any grievances, local hire numbers, worker shortages, and have a lesson learned discussion on what went right, and what can be improved for future District projects.
- This will be a step-by-step approach meeting with open lines of communication for all meeting attendees to discuss their concerns, opinions, and viewpoints that will be beneficial to the success of all future PLA projects with the District.

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EXHIBIT "B"
FEE SCHEDULE

BEYER COMMUNITY RESOURCE CENTER PROJECT

CONSULTANT shall be compensated a **not-to-exceed, time-and-materials fee of $54,800.00, with the utilization of the LCP Tracker system**, in accordance with the below proposed hourly rates for the **Beyer Community Resource Center Project**, with an **anticipated 12-month construction schedule** and **2-month for close out**.

- Position: PLA Administrator - $17,920.00
  - Hourly Rate: $160.00/hour
- Position: Project Manager - $21,560.00
  - Hourly Rate: $100.00/hour
- Position: Labor Compliance Coordinator - $5,950.00
  - Hourly Rate: $$85.00/hour
- LCP Tracker - $6,702.80

SAN YSIDRO MIDDLE SCHOOL REVITALIZATION PROJECT

CONSULTANT shall be compensated a **not-to-exceed, time-and-materials fee of $128,700.00, with the utilization of the LCP Tracker system**, in accordance with the below proposed hourly rates for the **San Ysidro Middle School Project**, with an **anticipated 16-month construction schedule** and **2-month for close out.**

- Position: PLA Administrator - $46,080.00
  - Hourly Rate: $160.00/hour
- Position: Project Manager - $55,440.00
  - Hourly Rate: $100.00/hour
- Position: Labor Compliance Coordinator - $12,240.00
  - Hourly Rate: $$85.00/hour
- LCP Tracker - $8,753.55

CONSULTANT shall utilize a not-to-exceed model to allow us to monitor the project as efficiently and cost effectively as possible, thus consistently resulting in cost savings to the client. This fee includes everything associated with the monitoring and enforcement of the Beyer Community Resource Center Project as required by the State of California DIR and SYSD, this includes labor compliance training for SYSD staff, as well as keeping everyone up-to-date and current with the new laws and regulations pertaining to labor compliance.

Additionally, CONSULTANT shall utilize the online LCP tracking system, LCP Tracker. LCP Tracker is an independent software system that CONSULTANT utilizes on multiple projects. It allows a secure and single depository of labor compliance payroll and documents for contractor utilization, leading to a paperless process. The cost of LCP Tracker is based upon the size and duration of the project. CONSULTANT will work with the District and LCP Tracker to facilitate set up and use of the system.

REIMBURSABLE EXPENSES:

Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT in advance. Client shall reimburse CONSULTANT for out-of-pocket expenses associated with

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this Project, plus an administrative fee equal to ten percent (10%) of the expenses. The following are examples of the various expenses that are typically related to CONSULTANT's services; however, these examples are not intended to be inclusive of all potential reimbursable expenses:

- Postage, shipping, couriers, telephone expenses, facsimiles, and copies.
- Blueprinting, photo reproducing, and photography for job-site surveys or related activities.
- Software licenses, support and maintenance fees related to the services.
- Telecommunications, internet and hosting fees.
- Mileage costs shall be charged at the prevailing IRS rate to and from the project(s) and the respective CONSULTANT office.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 NO. 8 TO THE NINYO & MOORE MASTER AGREEMENT

BACKGROUND INFORMATION:
In September 2023, the Board approved a Master Agreement with Ninyo & Moore for $300,000.00. Ninyo & Moore is our testing lab, geotechnical engineer, and hazardous materials consultant and has agreed to assist the District with further geotechnical evaluations in more specific locations than previously evaluated.

Work authorization #08 below is part of a Professional Services Bid (#2309-02) and falls within the vendor's approved Master Agreement amount.

Ninyo & Moore	Work Authorization #08 for the Beyer Community Resource Center project: Task 1- Additional geotechnical evaluations in more specific locations than previously evaluated.	$25,700.00

If approved, these services are expected to start on November 15, 2024, with completion by December 31, 2025.

RECOMMENDATION:
Approve Work Authorization #08 for Ninyo & Moore to provide additional geotechnical evaluation for the Beyer Community Resource Center project in the amount of $25,700.00 to be paid from the General Obligation Bond Measure T 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$25,700.00	MEASURE T, G.O. BOND FUNDS (2139)
(Amount)	(Name of funding source and/or location)

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

Work Authorization (WA) Form
San Ysidro School District
Beyer Community Resource Center

Firm	**Ninyo & Moore**	**WA#**	08
Attn	Jeffrey T. Kent	**Contract #**	2309-02
Requestor	Jose F. Iniguez, Ed.D.	**Date Requested**	October 30, 2024
Due By	November 14, 2024	**Deliverables (Y/N)**	Y

TASKS/DELIVERABLES

Tasks Required/Deliverables	**Due Dates**
Task 1: Perform geotechnical evaluations inclusive of seven (7) bores to observe the existing subsurface soil conditions and provide recommendations in support of the design of the new improvements. Provide post-report consolidation services on the Beyer Community Resource Center Project. Deliverables: All related geotechnical reports in a timely fashion and on an as-needed basis throughout the Project.	**Start:** November 15, 2024 **Deliverables Due:** January 31, 2025

Cost/Payment Schedule

Task(s)	**Authorized Cost(s)**
Task 1: (See Above)	$25,700.00

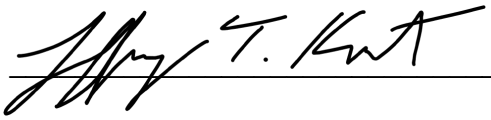
TOTAL MAXIMUM AUTHORIZED COST ***$25,700.00***

Request Details

As per proposal dated October 23, 2024, attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement # 2309-02 for Geotechnical consulting 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: October 31, 2024

Print Name: Jeffrey T. Kent, PE, GE Title: Principal Engineer

District:
Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: Marilyn Adrianzen Title: Chief Business Official

Board approved: _____

October 23, 2024
Proposal No. 02-03509

Mr. Joshua Beltran, CCM, EIT
GAFCON
10301 Meanley Drive, Suite 225
San Diego, California 92131

Subject: Proposal for Geotechnical Evaluation
San Ysidro School District
Beyer Community Resource Center
2312 East Beyer Boulevard, San Diego, California

References: Ninyo & Moore, 2011, Limited Geotechnical Evaluation, Beyer Elementary School, 2312 East Beyer Boulevard, San Diego, California, Project Number 107254001: dated December 23

Ninyo & Moore, 2012, Geotechnical Evaluation, Beyer Elementary School, 2312 East Beyer Boulevard, San Diego, California, Project Number 107254001: dated March 7

Ninyo & Moore, 2023, Preliminary Geotechnical Evaluation, Beyer Elementary School Site, Redevelopment, 2312 East Beyer Boulevard, San Diego, California, Project No. 109765001: Dated December 20

Dear Mr. Beltran:

In response to your request, we are pleased to submit this proposal to perform a geotechnical evaluation for the new Beyer Community Resource Center (CRC) project located at 2312 East Beyer Boulevard in San Diego, California. The project is located at the site of the former Beyer Elementary School campus. Ninyo & Moore has previously performed geotechnical evaluations at the site (Ninyo & Moore, 2011, 2012, and 2023). At the time of our most recent report (2023), the redevelopment plans for the site where not known. Redevelopment plans for the site now include the construction of a new approximately 10,000 square foot, single-story, CRC building, an outdoor event space, a natural grass or artificial turf soccer field, basketball and pickleball courts, and an asphalt paved parking lot. Ancillary improvements are anticipated to include underground utilities, concrete flatwork, site lighting, and stormwater infiltration basins. Our proposed services will be performed in accordance with the 2022 California Building Code requirements and the guidelines of the California Geological Survey (CGS) for geotechnical evaluations for public schools, which includes a minimum number of two or more borings per school building based on the area of the

ground-floor footprint of the building. The purpose of our study will be to observe the existing subsurface soil conditions at the site and to provide recommendations in support of the design of the new improvements. Information from our previous evaluations will be incorporated as appropriate.

The site is anticipated to be underlain by shallow fill overlying old paralic deposits, and San Diego and Otay Formation materials. Based on previous evaluation, the San Ysidro fault segment of the La Nacion fault zone is mapped as crossing the eastern portion of the site and in the immediate vicinity of the site. However, the site is not located within a regulatory Earthquake Fault Zone and the La Nacion Fault is not considered “active” by the United States Geological Survey (USGS) or CGS. Accordingly, we anticipate that a fault hazard evaluation of the site will not be required.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Reviewing background information including available geotechnical reports, topographic maps, and geologic maps.
- Performing a geologic reconnaissance of the site, marking out our boring locations, and coordinating with Underground Service Alert (USA) and District personnel for clearance of the existing underground utilities at the proposed boring locations.
- Subcontracting with a private utility locating company to assist in the location of possible underground utilities in the vicinity of the proposed boring locations.
- Performing a subsurface exploration program to include seven exploratory soil borings. The borings will be logged and sampled by Ninyo & Moore personnel. Soil samples will be secured at selected intervals from within the borings and will be transported to our in-house geotechnical laboratory for analysis. The program is to include the following:
    - Drilling, logging, and sampling four exploratory borings using a truck-mounted drill rig equipped with hollow-stem augers within the footprint of the proposed CRC building. The CRC building borings will be drilled to a depth of 20 feet (or drill rig refusal).
    - Drilling, logging, and sampling two exploratory borings using a truck-mounted drill rig equipped with hollow-stem augers within the footprint of the proposed soccer field. The soccer field borings will be drilled to a depth of 5 feet (or drill rig refusal).
    - Manually excavating, logging, and sampling one exploratory boring to a depth of approximately 5 feet (or refusal) using hand tools in the vicinity of the potential infiltration basin location.
- Converting the exploratory boring near the infiltration basin location into an infiltration test. Infiltration testing will be performed in general accordance with the City of San Diego Stormwater BMP Design Manual to evaluate infiltration characteristics at the site. Per the City of San Diego guidelines, field infiltration testing is a two day process that involves one day of preparation and a second day for the performance of the test itself.

- Performing geotechnical laboratory testing to evaluate pertinent design parameters and soil characteristics.

- Compiling and analyzing data obtained from our additional background, field, and laboratory evaluations.

- Preparing an illustrated report providing our findings, conclusions, and recommendations regarding the geotechnical aspects of the site as they pertain to the proposed improvements.

- Providing post report consultation services including preparing the earth moving specifications, response to California Geological Survey (CGS) comments, and meetings with the design team.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- This project is subject to State of California Prevailing Wage determination SD 2024-2D. The project is subject to prevailing wage requirements. Upon awarding of the project, the client will provide in writing the Department of Industrial Relations Project ID for the purposes of electronic certified payroll reporting (eCPR) and labor compliance.

- The District will provide our firm with any available as-built plans and additional information regarding the presence of utilities at the site to reduce potential for utility conflicts with the proposed boring locations. Our firm will contact USA prior to performing our subsurface valuation. Additionally, Ninyo & Moore will contract a private utility locator to clear our proposed boring locations of utilities. Ninyo & Moore will not be responsible for utilities encountered during subsurface exploration that have not been marked by the private utility locator, USA, or shown on as-built plans provided to us prior to our field exploration.

- Site access for our personnel and vehicles will be granted and the site can be accessed with normal, two-wheel drive truck mounted drilling equipment.

- Our fieldwork will be performed under a single mobilization during normal working hours (i.e., Monday through Friday, (7:00 AM to 5:00 PM).

- Environmental sampling and testing of the subsurface soils and groundwater is not included within the scope of this proposal. A detailed cost for these services, if needed, may be provided upon your request

- A fault hazard evaluation is not included within the scope of this proposal. A detailed scope and cost for these services, if needed, may be provided upon request.

FEE

Our fee for the services described above will be invoiced on a lump sum basis per task presented herein. A summary of our fee to perform the geotechnical evaluation is presented in the following table.

Task	Fee
Geotechnical Evaluation	$ 21,200.00
Post Report Consultation	$ 4,500.00

Note, the fee is based on the scope of services presented above and our understanding of the existing conditions. The fee does not include costs that may arise due to unforeseen or unfavorable conditions, design changes and meetings, and review of project plans and construction specifications. Additional services, beyond those described herein, if requested, will be performed as a negotiated fee under a separate Notice to Proceed.

SCHEDULE

We are prepared to initiate our services upon receipt of your contract documents authorizing us to proceed. Depending upon the drill rig availability, the scheduling of the fieldwork may take up to three weeks. The subsurface exploration field work is expected to take approximately two days to complete. We will submit our report approximately six weeks after the performance of the field work. Verbal progress reports can be provided during the course of our evaluation, if requested.

If this proposal meets with your approval, please send us your contract documents for signature authorizing us to proceed. We appreciate the opportunity to submit this proposal and look forward to working with you on the project.

Respectfully submitted,
NINYO & MOORE

Zachary Hasten, PG, CEG
Senior Project Geologist

Jeffrey T. Kent, PE, GE
Principal Engineer

ZH/JTK/mp

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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: CUPCCAA CONSTRUCTION CONTRACT WITH POLAR ELECTRICAL, INC.

BACKGROUND INFORMATION:
This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under $60k requiring only an informal solicitation/quote process, contracts from $60K to $200K to be awarded via an informal competitive bid process, and contracts in excess of $200K to be awarded via a formal competitive bid process.

Contract with Polar Electrical, Inc. for $60,000.00 from the Maintenance Fund for future general repairs, maintenance, and construction projects, and to be awarded based on quotes informally solicited pursuant to CUPCCAA (Under $60K).

If approved, these services are expected to start on November 15, 2024, with completion by January 13, 2025.

RECOMMENDATION:
Approve the CUPCCAA construction contract with Polar Electrical, Inc. for future general repairs, maintenance, and construction projects in the amount not to exceed $60,000.00 from the Maintenance 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$60,000.00	MAINTENANCE FUND (0100)
(Amount)	(Name of funding source and/or location)

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

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES NOT-TO-EXCEED $60,000 AWARDED PURSUANT TO CUPCCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto ("**Contract**"), by and between **Polar Electrical Company** ("**Contractor**") and **San Ysidro School District** ("District"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. **Contract Price & Services.**

Project:

Provide licensed electrical work including installation of new items, tracing the cause and repairing/replacing electrical system or components as needed District-wide on a task-by-task basis for a 1-year term based on Contractor's provided standard hourly rates attached as exhibit A and incorporated herewith by reference, effective for the entirety of the term.

The maximum value of all work under this contract shall not exceed $60k and its term shall not exceed 1 year.

The tasks associated with this Project will be executed using the following procedure:

1. District will initiate a request for scope, price and schedule for a specific task.
2. Contractor will propose a task-specific scoping fee based on its approved standard hourly rates to investigate the cause/condition of the task.
3. Once the scoping fee is approved the scope, schedule, and detailed time and material cost will be identified, and Contractor will provide a task proposal including a detailed not-to-exceed time and material basis with duration of work and earliest start date.
4. If the scope and price per task is successfully negotiated, Contractor shall proceed to provide the needed work only if the District has provided written authorization and approval of the scope, price and date for completion of that task, incorporating the scoping cost into a single final task order. PO will be issued for each separate district approved task. Aggregate of all approved tasks inclusive of any change orders shall not exceed $60,000.
5. If the task does not proceed, the fee approved in advance for scoping will be paid approximately net-30 from date of invoicing or submission of the detailed task proposal whichever is later. No retention applies to scoping costs if the Task does not move ahead.

No subcontractors are listed for this project. Subcontractors needed in excess of ½ of 1% of the maximum value of the value of this contract shall only be added following the listing law requirements with advance approval at time of pricing.

Tasks are only approved to proceed when contractor receives an email from a **District Authorized Representative** approving an individual Task Order and its corresponding price and schedule. Any work done by Contractor without specific written authorization from one of these representatives is at Contractor's sole risk. The representatives authorized are:

- **Dr. Gina Potter, Superintendent**
- **Ms. Marilyn Adrianzen, Chief Business Officer**
- **Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety**

If the work cannot be satisfactorily negotiated into an approved Task Order the District reserves the right to award the work to another Contractor and/or put the work out for project-specific bid in

accordance with applicable law.

The cost of the payment and performance bonds for the full anticipated contract value must be included in the Contractor's first invoice and will be paid in full at the time of first payment to the Contractor for scoping or a completed task.

All work is within the San Ysidro area of San Diego County and any approved task shall be authorized under the terms and conditions of the form of contract.

a. After the District has issued a Notice to Proceed for a particular task, the Contractor shall furnish to the District the repairs, maintenance or construction services identified in the approved task ("**Services**" or "**Work**") subject to the conditions below and for the price indicated in the approved task order ("**Contract Price**"):

NOT-TO-EXCEED CONTRACT (In Dollars$):

6	0	,	0	0	0	.	0	0
Dollars							Cents	

b. **Allowances**: If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District's prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

c. **Retention**: A retention of 5% of the value of each Task approved for work shall be retained until the expiration of this contract. Contractor may invoice for release of retention within 15 days of expiration or District cancellation of this Contract or once the Contract maximum value has been met if all authorized work is complete and accepted in full.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract ("**Terms and Conditions**") attached hereto.

3. **Site and Work Time/Noise.** Contractor shall perform the Work at any District owned site ("**Premises**" or "**Site**"). The "**Project**" is the totality of approved tasks for the duration of this Contract. Construction work is limited to exclude weekdays between the hours of 6 p.m. and 8 a.m., and before 9 a.m. or after 5 p.m. on Saturday, and no work is allowed on Sundays or holidays. Exceptions shall only be granted by written permission from the District Representative at least 48 hours in advance.

4. **Site Access and Security**. In addition to any requirements herein, Contractors' representatives driving motor vehicles on school grounds must use extreme caution during the times when school is in session or when children are on the playground. Drivers entering school premises when school is not in session will lock any gate or door to which they have access both when entering and/or leaving grounds. Any unusual Condition noted by drivers such as gates or doors found unlocked

and/or opened, evidence of vandalism, etc., must be reported to the District Representative immediately.

5. **Contract Time & Liquidated Damages.** Work shall be completed on a task-by-task basis. Contractor shall make all reasonable effort to hold to the days for completion and start date identified in the Task. Contractor shall remain in contact if any changes to the days and start/completion dates per task are at risk. District reserves the right to invoke liquidated damages or to cancel any specific Task or this entire Contract for convenience or cause.

6. **Bonds & Insurance.**

   a. **Payment Bond & Performance Bond:**
   ☐ **IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW $25K**

   ☒ **IS REQUIRED:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

   b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 each occurrence $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000 each incident, disease $2,000,000 policy limit
Sexual Abuse / Molestation	$1,000,000 each incident $2,000,000 policy limit
Builder's Risk (Course of Construction)	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

7. **Project Oversight.** The District representative for the Project is Dr. Jose Iniguez. Mobile: (310) 430-4681 unless otherwise directed in the Task approval.

8. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
9. ☐ **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("**ESSER**") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements, as outlined in Federal Procurement 2CFR 200.320 Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.

10. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

11. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

____ Proposal Form	_X__Performance Bond
____ Notice to Proceed	_X__Payment Bond
_X__ Terms and Conditions to Contract	_X__**Exhibit A** (Rates)
____ Non collusion Declaration	____Plans
_X__ Certifications to be Completed by Contractor	____Work Specifications
_X__ Criminal Background Investigation Certification	_X__Specific Task Authorizations by Authorized Representative [Other]
_X__Insurance Certificates and Endorsements	_X__**Exhibit B** (Infectious Disease Provisions)
	____**Exhibit C** (Federal Procurement Provisions)

12. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:	**Contractor:**
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173-1685 Attn: Dr. Jose Iniguez, Asst. Superintendent of Admin. Leadership, School Support & Safety	Polar Electrical Company 35834 Blue Breton Drive, Fallbrook, CA 92069 Attn: William Han, Project Manager

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 2024

San Ysidro Unified School District

Signature: _____

Print Name: _____

Print Title: _____

Dated: October 30th, 2024

Polar Electrical Company

Signature: _____

Print Name: William Han

Print Title: Project Manager

DIR Registration: #1000635609

License #: 948132

Information regarding Contractor:

Type of Business Entity:	**Employer Identification Number or Social Security Number:**
____ Individual _X_ Sole Proprietorship ____ Partnership ____ Limited Partnership ____ Corporation ____ Limited Liability Company ____ Other: _____	47-3908443 *NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

Contractor representative for onsite work:

Name:	**Title:**	**Mobile:**
William Han	Project manager	760-519-7198

Email:

polarelectricusa@gmail.com

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed in the form of a Task Order by an Authorized Representative to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST: Contractor shall provide the District a Construction Schedule for the Work, and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

4. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, 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.

5. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

6. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

7. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. CHANGE IN SCOPE OF WORK:

8.1. No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. **Submission / Time to Submit**: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. **Content of Proposed Change Order**: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality

for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed Work**: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit**.

8.3.2.4.2. **Contractor-Performed Work**: Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time**: Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. Determination of Change Order Cost: The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research. Change orders shall not be issued in manner that creates total contract amount to exceed $60,000

8.5. Contractor Obligation to Substantiate: Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. Waiver: If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a

change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY: No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. FINGERPRINTING: Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. FAILURE TO PERFORM. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. PERSONNEL: Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

20. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. 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.

23. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. 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.

25. OCCUPANCY: There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

29. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

30. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

31. ANTIDISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any

employee engaged in the work because of race, color, gender, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school Districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school District, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

33. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

34. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, 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 the 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 that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay.

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to

the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in

addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

40. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) 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 a 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.

41. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. 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.

43. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

44. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☒ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

☒ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☒ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☒ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work, or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

(2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

☒ **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("**DHS**") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("**OSHA**") and the California Division of Occupational Safety and Health ("**Cal/OSHA**") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;
b. Removal or encapsulation of materials containing lead;
c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
d. Installation of products containing lead;
e. Lead contamination/emergency cleanup;
f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any

required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:
1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☒ **Imported Materials.** All soils, aggregate, or related materials ("**Fill**") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("**CEQA**"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

N/A This project has substantive roofing components:

I, Aaron Han [**Your Name**], Aaron Han dba Polar Electrical Company [**Firm Name**] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [**Your Name**], _____ [**Firm Name**] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [**Your Name**], _____ [**Firm Name**] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("**Firm**"): Aaron Han dba Polar Electrical Company

Mailing address: 35834 Blue Breton Dr, Fallbrook, CA 92028

Address of branch office used for this Project: 35834 Blue Breton Dr, Fallbrook, CA 92028
If subsidiary, name and address of parent company: N/A

For Projects without substantive roofing components, check the following box and execute this certification:

☒ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty-one thousand dollars ($21,000) or less.

X ☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

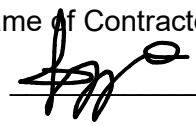
(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

☒ **Iran Sanctions Certification**

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 10/30/24

Proper Name of Contractor: Polar Electrical Company

Signature: 

Print Name: William Han

Title: Project Manager

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken ***at least one*** of the following actions (check all that apply):

☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: William Han **Title:** Project Manager

☒ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 10/30/24

Proper Name of Contractor: Polar Electrical Company

Signature: _____

Print Name: William Han

Title: Project Manager

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS the governing board ("Board") of the SAN YSIDRO UNIFIED SCHOOL DISTRICT, ("District") and Polar Electrical Company, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: **Licensed C-10 Electrical Repairs, Maintenance or Construction Services under $60k** ("**Project**" or "**Contract**")

which Contract dated November 15, 2024, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____
("Surety") are held and firmly bound unto the District in the penal sum of:

$ _____ DOLLARS,

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on _____, 2024.

Principal	**Surety**
_____ (Name of Principal)	_____ (Name of Surety)
_____ (Signature of Person with Authority)	_____ (Signature of Person with Authority)
_____ (Print Name)	_____ (Print Name)
	_____ (Name of California Agent of Surety)
	_____ (Address of California Agent of Surety)
	_____ (Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the SAN YSIDRO UNIFIED **SCHOOL DISTRICT**, ("District") and Polar Electrical Company, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: **Licensed C-10 Electrical Repairs, Maintenance or Construction Services under $60k** ("**Project**" or "**Contract**") which Contract dated November 15, 2024, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

$ _____ DOLLARS,

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

(Signatures on next page.)

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on _____, 2024.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

EXHIBIT A
RATES – Time & Material

POLAR ELECTRICAL CO.

Proposal

Polar Electrical Co 35834 Blue Breton Dr, Fallbrook, CA 92028 (760) 519-7198

C-10 LIC# 948132 DIR# 100635609

CUSTOMER San Ysidro School District	
PROJECT NO C#230901	
DATE 11/17/23	
ADDRESS 4350 Otay Mesa Rd	
CITY/STATE/ZIP San Ysidro, CA 92173	
PROJECT Electrical Work - 1 Year RFP	
PREPARED BY: ***William Han***	

Description of Work	AMOUNT
Journeyman Electrician Hourly Wage	$138.00
Journeyman Electrician Overtime Wage	$198.00
Journeyman Electrician Holiday Wage	$198.00
Apprentice Electrician Hourly Wage	$108.00
Apprentice Electrician Overtime Wage	$168.00
Apprentice Electrician Holiday Wage	$168.00
Foreman Hourly Wage	$140.00
Foreman Overtime Wage	$200.00
Foreman Holiday Wage	$200.00

Above rates are fully burdened.
No subcontractors are listed and shall not be added without advance and specific approval.

Markup on material shall be: 4%.

END OF EXHIBIT A

EXHIBIT B
INFECTIOUS DISEASE PROVISIONS

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, TB, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

3. **Infectious Disease & Extra Work.**

   3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      3.1.1. It occurred after the date of the award of the Project to Contractor;

      3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and

      3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.

   3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.

4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those

risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

6. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Contract Price.

7. Vaccination Status.

7.1. Contractor's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements set forth here:

7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all its employees who will be working in **any** capacity on District school sites have been either:

7.2.1. Fully vaccinated for COVID-19 or
7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
7.2.2.1. **COVID-19 Testing:** Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
7.2.2.1.1. Polymerase Chain Reaction (PCR)
7.2.2.1.2. Antigen test
7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.

7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.

7.4. Contractor's responsibility for COVID-19 compliance and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

END OF EXHIBIT B

EXHIBIT C
FEDERAL CONTRACTING PROVISIONS

☒ **RESERVED – NOT APPLICABLE**

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

END OF EXHIBIT C

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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: CUPCCAA CONSTRUCTION AGREEMENT WITH VANDERT CONSTRUCTION, INC.

BACKGROUND INFORMATION:
This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under $60k requiring only informal solicitation/quote process, contracts from $60K to $200K to be awarded via an informal competitive bid process, and contracts in excess of $200K to be awarded via a formal competitive bid process.

Contract with Vandert Construction, Inc. for $60,000.00 from the Maintenance Fund for future general repairs, maintenance, and construction projects, and to be awarded based on quotes informally solicited pursuant to CUPCCAA (Under $60K).

If approved, these services are expected to start on November 15, 2024, with completion by January 13, 2025.

RECOMMENDATION:
Approve the CUPCCAA construction contract with Vandert Construction, Inc. for future general repairs, maintenance, and construction projects in the amount up to $60,000.00 from the Maintenance 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$60,000.00	MAINTENANCE FUND (0100)
(Amount)	(Name of funding source and/or location)

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

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES NOT-TO-EXCEED $60,000 AWARDED PURSUANT TO CUPCCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto ("**Contract**"), by and between **Vandert Construction, Inc.** ("**Contractor**") and **San Ysidro School District** ("District"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. **Contract Price & Services.**

Project:

Provide general repairs and maintenance as needed District-wide on a task-by-task basis for a 1-year term based on Contractor's provided standard hourly rates attached as exhibit A and incorporated herewith by reference, effective for the entirety of the term.

The maximum value of all work under this contract shall not exceed $60k and its term shall not exceed 1 year.

The tasks associated with this Project will be executed using the following procedure:

1. District will initiate a request for scope, price and schedule for a specific task.
2. Contractor will propose a task-specific scoping fee based on its approved standard hourly rates to investigate the cause/condition of the task.
3. Once the scoping fee is approved the scope, schedule, and detailed time and material cost will be identified, and Contractor will provide a task proposal including a detailed not-to-exceed time and material basis with duration of work and earliest start date.
4. If the scope and price per task is successfully negotiated, Contractor shall proceed to provide the needed work only if the District has provided written authorization and approval of the scope, price and date for completion of that task, incorporating the scoping cost into a single final task order. PO will be issued for each separate district approved task. Aggregate of all approved tasks inclusive of any change orders shall not exceed $60,000.
5. If the task does not proceed, the fee approved in advance for scoping will be paid approximately net-30 from date of invoicing or submission of the detailed task proposal whichever is later. No retention applies to scoping costs if the Task does not move ahead.

No subcontractors are listed for this project. Subcontractors needed in excess of ½ of 1% of the maximum value of the value of this contract shall only be added following the listing law requirements with advance approval at time of pricing.

Tasks are only approved to proceed when contractor receives an email from a **District Authorized Representative** approving an individual Task Order and its corresponding price and schedule. Any work done by Contractor without specific written authorization from one of these representatives is at Contractor's sole risk. The representatives authorized are:

- **Dr. Gina Potter, Superintendent**
- **Ms. Marilyn Adrianzen, Chief Business Officer**
- **Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety**

If the work cannot be satisfactorily negotiated into an approved Task Order the District reserves the right to award the work to another Contractor and/or put the work out for project-specific bid in accordance with applicable law.

The cost of the payment and performance bonds for the full anticipated contract value must be included in the Contractor's first invoice and will be paid in full at the time of first payment to the Contractor for scoping or a completed task.

All work is within the San Ysidro area of San Diego County and any approved task shall be authorized under the terms and conditions of the form of contract.

a. After the District has issued a Notice to Proceed for a particular task, the Contractor shall furnish to the District the repairs, maintenance or construction services identified in the approved task ("**Services**" or "**Work**") subject to the conditions below and for the price indicated in the approved task order ("**Contract Price**"):

NOT-TO-EXCEED CONTRACT (In Dollars$):

6	0	,	0	0	0	.	0	0
Dollars							Cents	

b. **Allowances**: If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District's prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

c. **Retention**: A retention of 5% of the value of each Task approved for work shall be retained until the expiration of this contract. Contractor may invoice for release of retention within 15 days of expiration or District cancellation of this Contract or once the Contract maximum value has been met if all authorized work is complete and accepted in full.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract ("**Terms and Conditions**") attached hereto.

3. **Site and Work Time/Noise.** Contractor shall perform the Work at any District owned site ("**Premises**" or "**Site**"). The "**Project**" is the totality of approved tasks for the duration of this Contract. Construction work is limited to exclude weekdays between the hours of 6 p.m. and 8 a.m., and before 9 a.m. or after 5 p.m. on Saturday, and no work is allowed on Sundays or holidays. Exceptions shall only be granted by written permission from the District Representative at least 48 hours in advance.

4. **Site Access and Security**. In addition to any requirements herein, Contractors' representatives driving motor vehicles on school grounds must use extreme caution during the times when school is in session or when children are on the playground. Drivers entering school premises when school is not in session will lock any gate or door to which they have access both when entering and/or leaving grounds. Any unusual Condition noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., must be reported to the District Representative

immediately.

5. **Contract Time & Liquidated Damages.** Work shall be completed on a task-by-task basis. Contractor shall make all reasonable effort to hold to the days for completion and start date identified in the Task. Contractor shall remain in contact if any changes to the days and start/completion dates per task are at risk. District reserves the right to invoke liquidated damages or to cancel any specific Task or this entire Contract for convenience or cause.

6. **Bonds & Insurance.**

   a. **Payment Bond & Performance Bond:**
   ☐ **IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW $25K**

   ☒ **IS REQUIRED:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

   b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 each occurrence $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000 each incident, disease $2,000,000 policy limit
Sexual Abuse / Molestation	$1,000,000 each incident $2,000,000 policy limit
Builder's Risk (Course of Construction)	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

7. **Project Oversight.** The District representative for the Project is Dr. Jose Iniguez. Mobile: (310) 430-4681 unless otherwise directed in the Task approval.

8. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
9. ☐ **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("**ESSER**") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements, as outlined in Federal Procurement 2CFR 200.320 Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.

10. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

11. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

____ Proposal Form	_X__Performance Bond
____ Notice to Proceed	_X__Payment Bond
_X__ Terms and Conditions to Contract	_X__**Exhibit A** (Rates)
____ Non collusion Declaration	____Plans
_X__ Certifications to be Completed by Contractor	____Work Specifications
_X__ Criminal Background Investigation Certification	_X__Specific Task Authorizations by Authorized Representative [Other]
_X__Insurance Certificates and Endorsements	_X__**Exhibit B** (Infectious Disease Provisions)
	____**Exhibit C** (Federal Procurement Provisions)

12. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:	**Contractor:**
San Ysidro School District	Vandert Construction, Inc.
4350 Otay Mesa Road	12261 Barringer Street
San Ysidro, CA 92173-1685	South El Monte, CA 91733
Attn: Dr. Jose Iniguez, Asst. Superintendent of Admin. Leadership, School Support & Safety	Attn: Kenneth Nguyen

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 2024

San Ysidro School District

Signature: _____

Print Name: Marilyn Adrianzen

Print Title: Chief Business Official

Board approved: _____

Dated: October 30th, 2024

Vandert Construction, Inc.

Signature: Kenneth Nguyen

Print Name: William Han Kenneth Nguyen

Print Title: Project Manager CEO

DIR Registration: #100113844

License #: 1109409

Information regarding Contractor:

Type of Business Entity:	**Employer Identification Number or Social Security Number:**
____ Individual	93-2569727
____ Sole Proprietorship	*NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.*
____ Partnership	
____ Limited Partnership	
_X_ Corporation	
____ Limited Liability Company	
____ Other: _____	

Contractor representative for onsite work:

Name:	**Title:**	**Mobile:**
Kenneth Nguyen	Project Manager	626-202-9253

Email:

kennethn@vandert.com

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed in the form of a Task Order by an Authorized Representative to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST: Contractor shall provide the District a Construction Schedule for the Work, and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

4. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, 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.

5. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

6. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

7. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. CHANGE IN SCOPE OF WORK:

8.1. No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. **Submission / Time to Submit**: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. **Content of Proposed Change Order**: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality

for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed Work**: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit**.

8.3.2.4.2. **Contractor-Performed Work**: Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time**: Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. Determination of Change Order Cost: The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research. Change orders shall not be issued in manner that creates total contract amount to exceed $60,000

8.5. Contractor Obligation to Substantiate: Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. Waiver: If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a

change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY: No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. FINGERPRINTING: Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. FAILURE TO PERFORM. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. PERSONNEL: Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

20. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. 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.

23. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. 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.

25. OCCUPANCY: There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

29. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

30. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

31. ANTIDISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any

employee engaged in the work because of race, color, gender, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school Districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school District, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

33. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

34. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, 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 the 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 that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay.

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to

the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in

addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

40. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) 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 a 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.

41. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. 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.

43. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

44. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☑ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

☑ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☑ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☑ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work, or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

(2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

☑ **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("**DHS**") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("**OSHA**") and the California Division of Occupational Safety and Health ("**Cal/OSHA**") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;
b. Removal or encapsulation of materials containing lead;
c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
d. Installation of products containing lead;
e. Lead contamination/emergency cleanup;
f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any

required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:
1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☑ **Imported Materials.** All soils, aggregate, or related materials ("**Fill**") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("**CEQA**"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

N/A This project has substantive roofing components:

I, Kenneth Nguyen [**Your Name**], Vandert Construction Inc [**Firm Name**] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [**Your Name**], _____ [**Firm Name**] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [**Your Name**], _____ [**Firm Name**] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("**Firm**"): Vandert Construction Inc

Mailing address: 12261 Barringer St, South El Monte, CA 91733

Address of branch office used for this Project: 12261 Barringer St, South El Monte, CA 91733
If subsidiary, name and address of parent company: N/A

For Projects without substantive roofing components, check the following box and execute this certification:

☑ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty-one thousand dollars ($21,000) or less.

☑ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

☑ **Iran Sanctions Certification**

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 10/30/24

Proper Name of Contractor: Vandert Construction, Inc.

Signature: Kenneth Nguyen

Print Name: William Han Kenneth Nguyen

Title: Project Manager CEO

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken ***at least one*** of the following actions (check all that apply):

☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☑ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Kenneth Nguyen **Title:** CEO/Project Manager

☑ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 10/30/24

Proper Name of Contractor: Vandert Construction, Inc.

Signature: Kenneth Nguyen

Print Name: William Han Kenneth Nguyen

Title: Project Manager CEO

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS the governing board ("Board") of the SAN YSIDRO UNIFIED SCHOOL DISTRICT, ("District") and Vandert Construction, Inc., ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: **Maintenance or Construction Services under $60k** ("**Project**" or "**Contract**")

which Contract dated November 15, 2024, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the District in the penal sum of:

$ _____ DOLLARS,

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on _____, 2024.

Principal	**Surety**
_____ (Name of Principal)	_____ (Name of Surety)
_____ (Signature of Person with Authority)	_____ (Signature of Person with Authority)
_____ (Print Name)	_____ (Print Name)
	_____ (Name of California Agent of Surety)
	_____ (Address of California Agent of Surety)
	_____ (Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the SAN YSIDRO UNIFIED **SCHOOL DISTRICT**, ("District") and Vandert Construction, Inc., ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: **Maintenance or Construction Services under $60k** ("**Project**" or "**Contract**") which Contract dated November 15, 2024, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

$ _____ DOLLARS,

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

(Signatures on next page.)

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on _____, 2024.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

EXHIBIT A
RATES – Time & Material

Above rates are fully burdened.
No subcontractors are listed and shall not be added without advance and specific approval.

Markup on material shall be: 4%.

END OF EXHIBIT A

EXHIBIT B
INFECTIOUS DISEASE PROVISIONS

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, TB, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

3. **Infectious Disease & Extra Work.**

   3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      3.1.1. It occurred after the date of the award of the Project to Contractor;

      3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and

      3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.

   3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.

4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those

risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

6. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Contract Price.

7. Vaccination Status.

7.1. Contractor's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements set forth here:

7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all its employees who will be working in **any** capacity on District school sites have been either:

7.2.1. Fully vaccinated for COVID-19 or
7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
7.2.2.1. **COVID-19 Testing:** Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
7.2.2.1.1. Polymerase Chain Reaction (PCR)
7.2.2.1.2. Antigen test
7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.

7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.

7.4. Contractor's responsibility for COVID-19 compliance and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

END OF EXHIBIT B

EXHIBIT C
FEDERAL CONTRACTING PROVISIONS

☒ **RESERVED – NOT APPLICABLE**

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

END OF EXHIBIT C

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 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 SOUTH BAY FENCE FOR SUNSET ELEMENTARY SCHOOL PROJECT

BACKGROUND INFORMATION:
The staff parking lot at Sunset Elementary School currently has a manual vehicular rolling gate. For safety and security purposes it is necessary to install an automatic gate opener with keypad for staff to access the parking lot. Additionally, one (1) service gate will be added for pedestrian access.

Staff is requesting approval of this proposal from South Bay Fence for installation of an automatic gate opener as recommended below for the staff parking lot at Sunset Elementary School.

If approved, this work will be completed by January 13, 2025.

RECOMMENDATION:
Approve the agreement with South Bay Fence for the installation of an automatic gate opener with a keypad and one (1) service gate for access to the staff parking lot at Sunset Elementary School in the amount of $26,885.00 from the Maintenance 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$26,885.00	Maintenance Fund (0100)
(Amount)	(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 SUNSET ELEMENTARY **Automatic Main Gate Parking Lot** Date **8-21-24**

Contact **Araceli Felix** Phone **619-428-4476 X 3002** Fax or Email _____

Billing Address _____ City _____

Job Address **3825 Sunset Lane** City **San Ysidro CA 92173**

TO FURNISH MATERIAL AS SPECIFIED BELOW FOR INSTALLATION AT AND/OR SHIPMENT TO:

n/a	Un.ft. of fencing as specified herein.	Fence Height Overall	n/a ft.	Plus n/a	Strands of Barb Wire	Tension Wire	n/a
				Plus n/a	Razzor Ribbon	n/a Top	n/a Bttm

n/a lin.ft. complete fence n/a style approx n/a ft. high n/a ga. n/a mesh

n/a lin.ft. complete fence n/a style approx n/a ft. high n/a ga. n/a mesh

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

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

DIAGRAM

Supply all labor and materials

To Install 1 each 1/2 Horse Power CSW 24UL Gate Operator on existing 24ft Chain Link Gate Slide Gate . Dig and set 1 each 12"x12"x8" Concrete Pads to allow operatos to sit including Installing. Install 32ft of 6ft high Chain Link Around Chain for safety purposses including fabricate 1 each 4ft x 6ft service gate Install Key Pad, Fire Box and Tomar Strobe light on existing Gate post. Saw cut existing asphalt drive way and pour 12"x12"x24' Concrete pad with inbedded steel angle iron track to avoid track from getting damaged. Install 2 each 6" Seal Barring Power whells on gate front and back for smooth opening. Saw cut and seal 2 loops.

**********NOTE**********

BOND IS INCLUDED

(1) Week on site

LIN.FT. OF TOP RAIL	n/a	n/a	O.D.
NO. OF BRACE	n/a	n/a	O.D.
CRN POST	n/a	O.D. set in n/a	of concrete
END POSTS	n/a	O.D. set in n/a	of concrete
GATE POSTS	n/a	O.D. set in n/a	of concrete

Qty	Gate Type	Width	Height	O.D. Frame

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: $26,885.00

Taxes , if any, are included in contract price.

Submitted by Estimator Rafael Perez III

ACCEPTANCE: This Proposal signed on this 15th day of November 2024 becomes a contract when accepted by the seller and subject to the printed conditions on page 2 attached herof.

Customer's Printed Name: Marilyn Adrianzen, CBO Signature: _____

Property owned by: San Ysidro School District (Board approved 11-14-24)

NOTICE: Proposals OVER $25,000 are not valid unless signed below by OWNER or OFFICER

OWNER/OFFICER _____ Date **8-21-24**

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 **Automatic Main Gate Parking Lot** Date **8-21-24**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** November 14, 2024

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

FROM:
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 5 TO THE MICHAEL BAKER INTERNATIONAL AGREEMENT FOR MITIGATION COMPLIANCE SERVICES FOR VERNAL POOL

BACKGROUND INFORMATION:
Between 2011 and 2016, Michael Baker International (MBI) and their subconsultants have been implementing a vernal pool mitigation site within the City of San Diego ("City") Otay Mesa Vernal Pool Preserve ("Offsite Preserve"), as mitigation for the loss of vernal pools and federally- endangered San Diego fairy shrimp due to the construction of Vista Del Mar Elementary School.

The District was required to obtain permits and authorizations to implement a 5-Year Maintenance and Monitoring Program (MMP) for the vernal pool mitigation site, including annual reporting and coordination with agencies, which ended in December 2016. A final field meeting was completed on April 5, 2017, at which concurrence was obtained that all required performance standards have been achieved at the vernal pool mitigation site. With acceptance ("sign-off") of this mitigation site by the agencies involved, the post-MMP Perpetual Management Phase for the Offsite Preserve has been initiated. The City of San Diego has indicated that they may take over the responsiblity for performing the perpetual management tasks identified in these documents for the Offsite Preserve.

On January 21, 2021, the Governing Board approved the agreement with Michael Baker International and their subconsultant to represent the District in meetings with the City of San Diego for the Offsite Preserve and the Onsite Preserve. Amendment No. 3 – extends the term of the agreement until December 31, 2023 or until completion of project, whichever happens first. All other terms and conditions remain the same. Amendment No. 4 - extends the term of the agreement until December 31, 2024 or until completion of project, whichever happens first. All other terms and conditions remain the same. Amendment No. 5 - extends the term of the agreement up to March 31, 2025 or until completion of project, whichever happens first. It also increases compensation an additional $8,000 for continued services. All other terms and conditions remain the same.

RECOMMENDATION:
Approve Amendment No. 5 to extend the term of the agreement with Michael Baker International up to March 31, 2025 and increases compensation an additional $8,000 to continue providing Mitigation Compliance Services for the District's offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site**.** The funding source for these services is the Certificates of Participation Refunding Savings fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

AMEND NO. 5	
$8,000.00	COPs Refunding Savings Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 5

The Professional Services Agreement between San Ysidro School District (District) and Michael Baker International was entered on January 22, 2021, to provide mitigation compliance services for Vista Del Mar School project related to the Vernal Pool.

Amendment No. 5 - The following sections are being amended.

- SECTION NO. 1.2 TERM:

  Extend the Term with inclusive dates of January 1, 2025 to March 31, 2025 or until project completion whichever happens first. The Project has not been completed and a Term extension is needed to continue with the negotiations with stakeholders. (4th year)

- SECTION NO. 2 FEES AND PAYMENTS:

  Additional services - $8,000.00

All other Terms and Conditions of the Agreement dated January 22, 2021 remain the same.

The District and Michael Baker International, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

Michael Baker International	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Bob Stark, AICP Project Manager	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved/Ratified:

October 31, 2024

Joes Iniguez
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Amendment Request No. 5 - Compliance Services for Vista del Mar Elementary

Dear Mr. Iniguez:

Michael Baker International, Inc. (Michael Baker) respectfully requests an amendment to our agreement to complete state and federal agency mitigation requirements related to the Vista del Mar Elementary School project.

Our partner Christina Schaefer (Schaefer Ecological Solutions) will serve as technical lead for the remaining agency compliance tasks. These tasks are detailed in the attached scope of work and fee estimate from Schaefer Ecological Solutions. The additional fee request is $8,000, which would result in an amended contract value of $69,600.

Additionally, our current agreement is set to expire December 31, 2024. While every effort will be made to complete the remaining tasks by year end, we ask the District to extend the end date of the agreement to March 31, 2025 to allow flexibility in the event of any agency delays outside of our control.

We look forward to continuing our work with the District. If you have any questions regarding this proposal, please don't hesitate to contact me at (858) 527-7829 or bstark@mbakerintl.com.

Sincerely,

Bob Stark, AICP
Project Manager

Attachment: Scope of Work and Fees for Schaefer Environmental Solutions

schaefer ecological solutions
regenerating nature

815 Madison Avenue
San Diego, CA 92116
619.991.8968

October 24, 2024

San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173
Attn. Jose Iniguez

Subject: Vista del Mar Elementary School Mitigation – Funding Request to Assist with Regulatory Permitting Compliance Completion.

Dear Jose,

Thank you for reaching out to Schaefer Ecological Solutions (SES) to complete the regulatory permitting completion for the Vista del Mar Elementary School. Regulatory permit requirements set forth by the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB) include the conservation and long term management of two preserves: 1. The offsite Vernal Pool Preserve on Otay Mesa Road, owned by the City of San Diego; and 2. The onsite Gnatcatcher Preserve on Del Sol Blvd., owned by the San Ysidro School District (District) to be deeded to the City of San Diego (City). Both preserves would be managed by the City and require the following document approvals by the above-referenced agencies and the City:

1. Habitat Management (HMP)/Long Term Management Plans (LTMP)
2. Management Endowments
3. Conservation Easements.

The Vernal Pool LTMP has been approved by the agencies; the Gnatcatcher HMP has been prepared, reviewed, but no final approval has been provided. The long term management endowments have also been prepared. The endowment for the Vernal Pool Preserve was approved by the agencies and the District, and is awaiting transfer to the City so that the City can commence long term management. The endowment for the Gnatcatcher Preserve has been prepared but is awaiting approvals.

The following tasks have yet to be completed are included in this scope of work:

- Assisting in the coordination between the City and District to transfer the Vernal Pool endowment to the City
- Finalizing the Vernal Pool Conservation Easement (CE) amendment (including response to USACE comments); this task will require close collaboration with the District
- Gaining agency approvals of the Gnatcatcher Preserve documents
- Assisting the District in Gnatcatcher Preserve property and easement transfer; it is expected that the Gnatcatcher property may not require a CE because it would be included in the City's Multi-Habitat Planning Area (MHPA).

Assumptions:

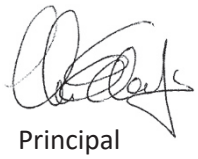
- Coordination with the City not to exceed 12 hours
- Coordination with the agencies not to exceed 12 hours

- Coordination with the District not to exceed 8 hours
- CE revisions not to exceed 8 hours
- Site visits are not included in this proposal (most participants have seen the sites)
- No document revisions other than the Vernal Pool CE are required (agencies have commented and comments have been incorporated in the last revisions); minor comments are included, but major comments and document revisions would require a contract amendment
- No CE required for the Gnatcatcher Preserve (should a CE be required, we would request a contract amendment).

Anticipated Costs: **$8,000**

SES proposes to conduct the above described services for a time and materials fee not to exceed $8,000.00. I hope this additional funding will finally complete the project. Please feel free to contact me at 619-991-8968 or christina@schaeferecology.com with any questions or concerns.

Sincerely,



Principal
Schaefer Ecological Solutions